

CONSTRUCTION AND ACCESS AGREEMENT

THIS CONSTRUCTION AND ACCESS AGREEMENT (this "Agreement"), is made and entered into as of the ___ day of _____, 2021, by and between FORT BEND COUNTY TOLL ROAD AUTHORITY (the "Authority"), a Texas local government corporation, A-S 151 NWC Fort Bend Pkwy-Hwy 6, L.P., a Texas limited partnership ("Developer") (collectively, the "Parties").

BACKGROUND

The Authority has constructed and operates the Fort Bend Parkway Toll Road (the "Parkway") from Highway 90 to Sienna Parkway.

The Parkway is a controlled access roadway under Texas Transportation Code Section 284.071.

The Developer is constructing a commercial/retail development ("Development") on land owned by Developer which is the adjacent to the Parkway ("Property") and desires access to the Parkway to serve the Development.

The Development and access thereto will increase the flow of traffic to the area, and the Authority determined that it is in the best interests of the public to allow limited access to the Parkway from the Property with certain requirements to ease congestion, facilitate the flow of traffic, and enhance safety.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the Authority and the Developer contract and agree as follows:

ARTICLE 1 GENERAL TERMS

1.1 Definitions. For purposes of this Agreement the words "shall" and "will" are mandatory, and the word "may" is permissive.

Construction Costs means the costs of design, engineering, materials, labor, construction, and inspection fees arising in connection with the Road Improvements, all payments arising under any contracts entered into pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates or permits required as a part of any contracts entered into in accordance with this Agreement, and all related legal fees and out-of-pocket expenses incurred for the Road Improvements, including the consulting fees incurred by the Authority to review the plans and specifications for the Road Improvements. Construction Costs do not include any of the foregoing costs relating to the right-turn lane.

Development means the commercial/retail development within the Property projected to be carried out by the Developer, as generally shown in **Exhibit A** attached hereto.

Property means the land currently owned or under contract to the Developer, as more fully

described in **Exhibit B** attached hereto.

Parties or *Party* means the Authority and the Developer as parties to this Agreement.

Road Improvements means the right-turn lane, driveways, and deceleration lanes as generally shown on **Exhibit C** attached hereto, including all related drainage and detention facilities, restriping lanes, and modification of signal timing at the intersection of Fort Bend Parkway and State Highway 6, as described in the TIA.

TIA means that certain Traffic Impact Analysis prepared by Terra Associates, Inc., dated May 13, 2021.

1.2 Singular and Plural; Gender. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa. Likewise, any masculine references shall include the feminine, and vice versa.

ARTICLE 2 **REPRESENTATIONS**

2.1 Representations of the Developer. The Developer hereby represents that:

(A) The Developer is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(B) The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or any provisions of the Developer's limited partnership agreement, and (iii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

(C) The Developer has sufficient capital to perform its obligations under this Agreement.

(D) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

ARTICLE 3 **DUTIES AND RESPONSIBILITIES OF THE DEVELOPER**

3.1 Design of the Road Improvements. The Developer shall prepare or cause to be prepared the plans and specifications for the Road Improvements, except for the right-turn lane, complete, approved, and permitted plans and specifications for which shall be provided to Developer by the Authority. Prior to the commencement of construction or implementation of the Road Improvements, the plans and specifications therefore must be approved by the Authority's Engineer. The Developer shall pay all costs of the Authority incurred in

connection with the review and approval of these plans upon invoice therefore. If there are any material changes to the plans and specifications, the Developer shall submit such changes to the Authority for approval. The Road Improvements shall be designed in accordance with Authority standards. The Developer is responsible for causing the City of Missouri City (the "City") to make adjustments to the traffic signals at State Highway 6 and the Fort Bend Parkway, as described in the TIA.

- 3.2 Conveyance of Right-of-Way for Road Improvements.** The Developer shall convey the right-of-way needed for the Road Improvements, as described in and pursuant to the Deed attached hereto as **Exhibit D**, free and clear of all defects, liens, encumbrances, and easements, except as approved by the Authority.
- 3.3 Construction Contracts.** The Developer and the Authority shall cooperate to promulgate form contract and bid documents that are acceptable to all parties for use in connection with Road Improvements. The Developer shall prepare the Road Improvements construction contract documents to ensure that the contract documents are in accordance with the approved plans and specifications and the agreed-upon forms. The Authority shall have 45 days to review and approve or disapprove all such contract documents. The Developer shall comply with all laws and regulations regarding the bidding and construction of public improvements applicable to similar facilities constructed by the Authority, including without limitation any applicable requirement relating to payment, performance and maintenance bonds.
- 3.4 Construction Manager.** The Developer agrees to construct the Road Improvements and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the Road Improvements. The Developer will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction, provide supervision of all phases of construction of the Road Improvements, provide periodic reports of such construction to the Authority upon request, and cause the construction to be performed in accordance with the approved plans and specifications. The Authority shall use reasonable efforts to assist the Developer in obtaining such permits and approvals necessary to construct the Road Improvements. Notwithstanding the foregoing, the Authority will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction over the right-turn lane.
- 3.5 Construction and Implementation of the Road Improvements.** The Developer shall be responsible for the inspection and supervision of the construction and implementation of the Road Improvements.

(a) The Developer shall commence construction of the Road Improvements in a timely fashion to coincide with the Development. The Developer agrees to provide sufficient funds as such become due for all Construction Costs for Road Improvements.

(b) Upon completion of a contract for the construction of the Road Improvements, the Developer shall provide the Authority with documentation showing that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors. Except as otherwise provided herein, following completion of a

construction contract, the Developer will call for inspection of the applicable Road Improvements by the Authority, and upon approval thereof as being in compliance with plans and specifications and Authority standards relating thereto, the Road Improvements will be accepted by the Authority and incorporated into the Toll Road system for operation and maintenance. Notwithstanding the foregoing, the signals shall continue to be maintained by the City. The Developer will execute and deliver such documents as may be necessary to transfer all of its right, title and interest to the Road Improvements, including all associated bonds and warranties.

3.6 Access to Authority Property During Construction. The Authority will work with the Developer to allow for appropriate access to the Authority's property for purposes of construction, subject to the Developer meeting the requirements for same, including, but not limited to, appropriate permits, notice requirements, and safety and traffic control plans.

ARTICLE 4
DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

4.1 Right of Access Granted. The Authority will allow two access points from the Property to the Fort Bend Parkway, as described in **Exhibit D** attached hereto. Provided, however, the Developer may not open those access points to traffic until the signal timing adjustments and other modifications required by the TIA are complete.

4.2 Reimbursement Cooperation. The Authority will provide documentation to the City necessary to confirm the Road Improvements are necessary to secure tax increment reinvestment zone ("TIRZ") or municipal management district ("MMD") reimbursement.

ARTICLE 5
DEFAULT

5.1 Default.

(a) If the Authority does not perform its obligations hereunder in substantial compliance with this Agreement, in addition to the other rights given the Developer under this Agreement, the Developer may seek actual damages incurred by the Developer for any such default.

(b) If the Developer fails to commence or complete the Road Improvements or the Development in accordance with the terms of this Agreement, the right of access granted by this Agreement and the Deed will be null and void, and the Authority may terminate this Agreement and shall be relieved of any obligation under this Agreement and/or seek actual damages incurred for any such default.

(c) The Party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have 60 days to remedy the default prior to the declaration of any default hereunder.

ARTICLE 6
GENERAL

- 6.1 Inspections, Audits.** The Developer agrees to keep such records with respect to the Road Improvements and all costs associated therewith as may be required by the Authority or by State and federal law or regulation. The Developer shall allow the Authority access to, and the Authority shall have a right at all reasonable times to audit, all documents and records in the Developer's possession, custody or control relating to the Road Improvements that the Authority deems necessary to assist the Authority in determining the Developer's compliance with this Agreement.
- 6.2 Developer Operations and Employees.** All personnel supplied or used by the Developer in the performance of this Agreement shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the Authority for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.
- 6.3 Personal Liability of Public Officials, Legal Relations.** To the extent permitted by State law, no director, officer, employee or agent of the Authority shall be personally responsible for any liability arising under or growing out of the Agreement. The parties shall indemnify and save harmless each other and their respective officers, representatives, and agents from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons, or property resulting from the negligent acts of such party, or any of their respective agents, officers, or representatives in performing any of the services and activities under this Agreement.
- 6.4 Notices.** Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

To the Authority:

Fort Bend County Toll Road Authority
The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478
Attn: Richard L. Muller, Jr.

To the Developer:

A-S 151 NWC Fort Bend Pkwy-Hwy 6, L.P.
c/o NewQuest Properties
8827 W. Sam Houston Parkway North, Suite 200
Houston, Texas 77040
Attn: Steven D. Alvis

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be

deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, the Authority or the Developer, as the case may be.

- 6.5 Amendments and Waivers.** Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Authority and the Developer. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.
- 6.6 Invalidity.** In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.
- 6.7 Successors and Assigns.** All covenants and agreements contained by or on behalf of a party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other parties, their successors and assigns. The parties may assign their rights and obligations under this Agreement or any interest herein only with the prior written consent of the other parties, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder. The Developer may assign this Agreement to any entity having common control as, or controlled by, the Developer; provided that no such assignment shall be valid unless written notice thereof is provided to the Authority of such collateral assignment.
- 6.8 Exhibits; Titles of Articles, Sections and Subsections.** The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.
- 6.9 Construction.** This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas.
- 6.10 Entire Agreement.** This written Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- 6.11 Term.** This Agreement shall be in force and effect from the date of execution hereof until the Road Improvements are completed and the Deed is executed and delivered.

- 6.12 Time of the Essence.** Time is of the essence with respect to the obligations of the Parties to this Agreement.
- 6.13 Approval by the Parties.** Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably conditioned, withheld or delayed.
- 6.14 Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.
- 6.15 Waivers.** Any party may waive any provision of this Agreement by providing written evidence thereof in writing to the other two parties. Waiver of a particular provision shall not be deemed a waiver of future compliance with such provision.
- 6.16 Further Assurances.** Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

[Execution pages follow.]

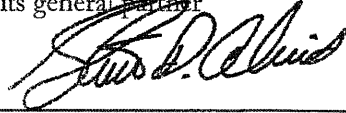
IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

FORT BEND COUNTY TOLL ROAD
AUTHORITY, a Texas local government
corporation

By: Bobbie Tallas
Name: Bobbie Tallas
Title: Vice Chairman

A-S 151 NWC FORT BEND PKWY-HWY 6,
L.P., a Texas limited partnership

By: A-S 151, L.C., a Texas limited liability
company, its general partner



By: _____
Name: Steven D. Alvis
Title: Manager

Exhibit List

- Exhibit A Development
- Exhibit B Development Property
- Exhibit C Road Improvements
- Exhibit D Deed

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
Development
(see attached)

EXHIBIT B

Development Property

(see attached)

EXHIBIT A

Tract One

All of that 41.9188 acre tract in Special Warranty Deed as recorded under Fort Bend County Clerk File No. 2019-027459 of Fort Bend County Deed Records, more particularly described as all of Parkway Plaza Shopping Center, a subdivision in Fort Bend County according to the map or plat thereof, recorded under Plat No. 20060251 of the Plat Records of Fort Bend County, Texas.

Tract Two

All of that 1.0126 acre tract in Special Warranty Deed as recorded under Fort Bend County Clerk File No. 2019-036560 of Fort Bend County Deed Records.

EXHIBIT C

Road Improvements

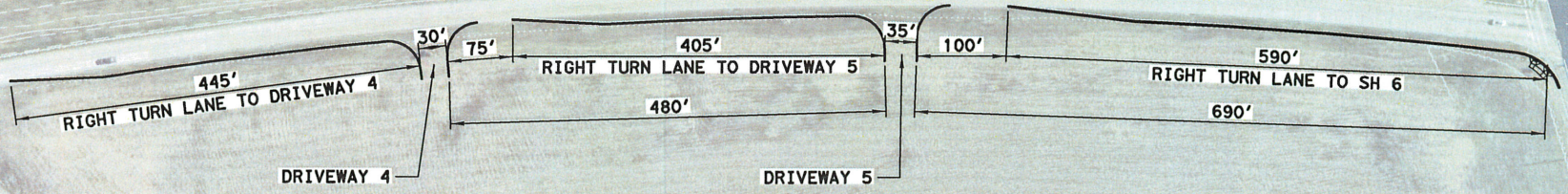
(see attached)



TRAMMEL-FRESNO RD

FORT BEND PARKWAY TOLL ROAD

SH 6



5/19/2021

NOT TO SCALE

EXHIBIT D

Deed

(see attached)

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.

SPECIAL WARRANTY DEED

Effective Date:

_____, 2021

Grantor:

A-S 151 NWC FORT BEND PKWY-HWY 6, L.P., a Texas limited partnership

Grantor's Mailing Address:

A-S 151 NWC Fort Bend Pkwy-Hwy 6, L.P.
c/o NewQuest Properties
8827 W. Sam Houston Parkway North, Suite 200
Houston, Texas 77040
Attn: Steven D. Alvis

Grantee:

Fort Bend County Toll Road Authority, a Texas local government corporation

Grantee's Mailing Address:

c/o The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Property:

That certain tract of land containing .4524 acres, as more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes, together with all rights, title, and interests appurtenant thereto and improvements situated thereon.

Exceptions to Warranty:

This conveyance is further made subject to any and all easements, restrictions, encumbrances, covenants, and mineral or royalty interests or reservations, affecting the Property and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent the same are in effect and validly enforceable against the Property (collectively, "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of Grantee's rights in the Property and use of the Property.

Access Reservation:

Access to and across the Property is DENIED, except as expressly reserved herein. Grantor excepts and reserves unto itself and its successors and assigns, the right of access, ingress, and egress across, along, and upon 2 private driveways to be constructed on the Property in the locations labeled "4" ("Driveway 4") and "5" ("Driveway 5"), respectively, on **Exhibit B** attached hereto and incorporated herein for all purposes, at Grantor's sole cost and expense, between the remainder of Grantor's property and the Fort Bend Parkway, subject to the limitations set forth herein.

Driveway 4 must conform to all Grantee driveway, roadway, intersection, and access guidelines, criteria, and specifications then in effect (collectively, "Specifications") and must be 480 feet from its closest edge of pavement to the closest edge of pavement of Driveway 5.

Driveway 5 must conform to the Specifications and must be 690 feet from its closest edge of pavement to the closest edge of pavement of South Highway 6.

Grantor will also be required to construct 2 deceleration lanes, conforming to all Specifications, at Grantor's sole cost and expense.

Grant of Property:

Grantor, for the Consideration and subject to the Exceptions to Warranty, grants, sells, and conveys, and does hereby grant, sell, and convey, to Grantee and Grantee's successors and assigns, the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's 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, except as to the Exceptions to Warranty.

When the context requires, singular nouns and pronouns include the plural.

Remainder of page intentionally blank.

EXECUTED this _____ day of _____, 2021.

GRANTOR:

**A-S 151 NWC FORT BEND PKWY-
HWY 6, L.P.**, a Texas limited partnership

By: **A-S 151, L.C.**, a Texas limited liability
company, its general partner

By: _____
Name: Steven D. Alvis
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by
_____, _____ of _____, a
_____, on behalf of said _____.

(NOTARY SEAL)

Notary Public, State of Texas

EXECUTED this _____ day of _____, 2021.

GRANTEE:

**FORT BEND COUNTY TOLL ROAD
AUTHORITY**, a Texas local government
corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2021, by
_____, _____ of Fort Bend County Toll Road Authority, a local
government corporation, on behalf of said local government corporation.

(NOTARY SEAL)

Notary Public, State of Texas

- Attachments:**
Exhibit A – Legal Description and Depiction of Property
Exhibit B – Access to Property

After recording, please return to:
The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478
Attention: Keely Campbell

EXHIBIT A

Legal Description and Depiction of Property

(see attached)

TRAMMEL-FRESNO ROAD
(WIDTH VARIES)

S 85°08'46" E - 12.77'

MOSES SHIPMAN SURVEY
ABSTRACT NO. 86

BLOCK ①
PARKWAY PLAZA
SHOPPING CENTER
(PLAT NO. 20060251; F.B.C.P.R.)

RESERVE "B"

PROPOSED
ROW TRACT
0.4524 ACRE
(19,706 SQ. FT.)

A-S 151 NWC FORT BEND PKWY - HWY 6, L.P.
(F.B.C.C.F. NO. 2019027459)

$\Delta=16^{\circ}58'19''$
 $R=5,567.60'$
 $L=1,649.22'$
 $CH=N 33^{\circ}23'27'' E - 1,643.19'$

$\Delta=16^{\circ}47'26''$
 $R=5,579.60'$
 $L=1,635.10'$
 $CH=S 33^{\circ}15'19'' W - 1,629.25'$

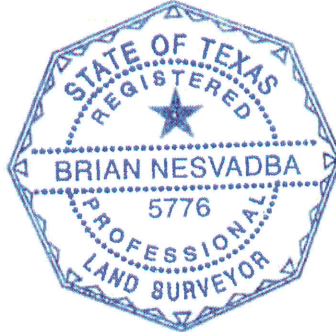
FORT BEND PARKWAY
(300' R.O.W.)
(F.B.C.C.F. NO. 2002143311)
(F.B.C.C.F. NO. 2003011895)

LEGEND

- F. B. C. C. F. - FORT BEND COUNTY CLERK'S FILE
- F. B. C. P. R. - FORT BEND COUNTY PLAT RECORDS
- FND - FOUND
- IR - IRON ROD
- P. O. B. - POINT OF BEGINNING
- P. O. C. - POINT OF COMMENCEMENT
- R. O. W. - RIGHT OF WAY
- SQ. FT. - SQUARE FEET
- W/ - WITH

I, Brian Nesvadba, a Registered Professional Land Surveyor of the State of Texas, hereby certify that the above plat correctly represents the facts found at the time of the survey made on the ground under my supervision. This survey substantially complies with the current Texas Society of Professional Surveyor's Standards and Specifications for a Category 1B, Condition II, Survey.

Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



STANDARD LAND SURVEY

OF
PROPOSED RIGHT-OF-WAY TRACT BEING
A 0.4524 ACRE (19,706 SQ. FT.) TRACT OF LAND
OUT PARKWAY PLAZA SHOPPING CENTER
(PLAT NO. 20060251; F.B.C.P.R.) AND BEING OUT OF
THE 1.0126 ACRE TRACT CONVEYED TO
A-S 151 NWC FORT BEND PKWY - HWY 6, L.P.
(F.B.C.C.F. NO. 2019036560),
IN THE MOSES SHIPMAN SURVEY, ABSTRACT NO. 86,
CITY OF MISSOURI CITY, FORT BEND COUNTY, TEXAS

TEXAS ENGINEERING AND MAPPING CO.

12718 CENTURY DRIVE
STAFFORD, TEXAS 77477
PHONE: 281.491.2525 FAX: 281.491.2535
www.team-civil.com

Surveying Firm No. 10119000 / Engineering Firm No. F-2906

DATE: 02/12/21 JOB NO.: 356-232 SCALE: 1"=100'

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF PARKWAY PLAZA SHOPPING CENTER (PLAT NO. 20060251; F.B.C.P.R.) THE BEARING BEING N 72°54'17" W.
- 2.) THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. DEED INFORMATION SHOWN HEREON WAS RESEARCHED AND PROVIDED BY TEXAS STATE TITLE, LLC.
- 3.) ALL RODS SET ARE 5/8" IRON RODS WITH CAPS STAMPED: T.E.A.M. - 281-491-2525.
- 4.) A METES-AND-BOUNDS DESCRIPTION WAS COMPILED IN CONJUNCTION WITH THIS SURVEY.



RESERVE "D"

RESERVE "C"

SET 5/8" IR W/CAP
(FND TxDOT ALUMINUM DISC
N 05°34'08" E - 0.73')

S 70°20'44" W
25.08'

STATE HIGHWAY 6
(225' R.O.W.)
N 72°54'17" W
(BEARING BASIS)



February 12, 2021

***0.4524 acre of land in the Moses Shipman Survey, Abstract No. 86,
City of Missouri City, Fort Bend County, Texas***

A FIELD NOTE DESCRIPTION of a 0.4524 acre (19,706 square feet) tract of land in the Moses Shipman Survey, Abstract No. 86, City of Missouri City, Fort Bend County, Texas; said 0.4524 acre tract being out of Reserves "B", "C", and "D", Block 1, Parkway Plaza Shopping Center, according to the map or plat recorded in Plat No. 20060251 of the Fort Bend County Plat Records and being out of a 1.0126 acre tract of land conveyed to A-S 51 NWC FORT BEND PKWY-HWY 6, L.P., as recorded in Fort Bend County Clerk's File No. 2019036560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southwest end of a cutback at the intersection of the northwest right-of-way line of Fort Bend Parkway (width varies), as recorded in Fort Bend County Clerks File Nos. 2002143311 and 2003011895 with the northeast line of State Highway 6 (225 feet wide) for a south corner of said Reserve "D"; from which a TxDOT aluminum disc found bears North 05° 54' 08" East – 0.73 feet;

THENCE, North 70° 20' 44" East – 26.36 feet with said cutback and with a southeast line of said Parkway Plaza Shopping Center to a point for the southwest corner and POINT OF BEGINNING of this tract;

THENCE, in a northeasterly direction with a curve to the left having a radius of 5,567.60 feet, a central angle of 16° 58' 19", a length of 1,649.22 feet, and a chord bearing North 33° 23' 27" East – 1,643.19 feet to a point in the south right-of-way of Trammel-Fresno Road (width varies) for the northwest corner of this tract; from which a 5/8-inch iron rod found bears North 85° 08' 46" West – 204.95 feet;

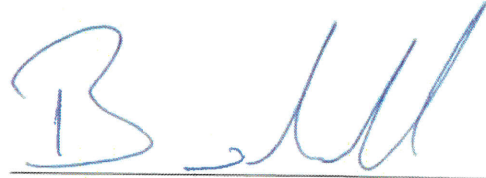
THENCE, South 85° 08' 46" East - 12.77 feet with the south right-of-way line of said Trammel-Fresno Road to a 5/8-inch iron rod with cap stamped "T.E.A.M." set at the intersection of the south right-of-way line of said Trammel-Fresno Road with the northwest right-of-way line of said Fort Bend Parkway for the northeast corner of this tract;

THENCE, in a southwesterly direction with the southeast line of said 1.0126 acre tract, with the southeast line of said Parkway Plaza Shopping Center, with the northwest right-of-way line of said Fort Bend Parkway and with a curve to the right having a radius of 5,579.60 feet, a central angle of 16° 47' 26", a length of 1,635.10 feet, and a chord bearing South 33° 15' 19" West – 1,629.25 feet to a 5/8-inch iron rod with cap found for the northeast end of said cutback and for the southeast corner of this tract;

THENCE, South 70° 20' 44" West - 25.08 feet with said cutback and with the southeast line of said Parkway Plaza Shopping Center to the POINT OF BEGINNING and containing 0.4524 acre (19,706 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-232
W:\356-232 ROW Tract - FtBend Parkway.doc



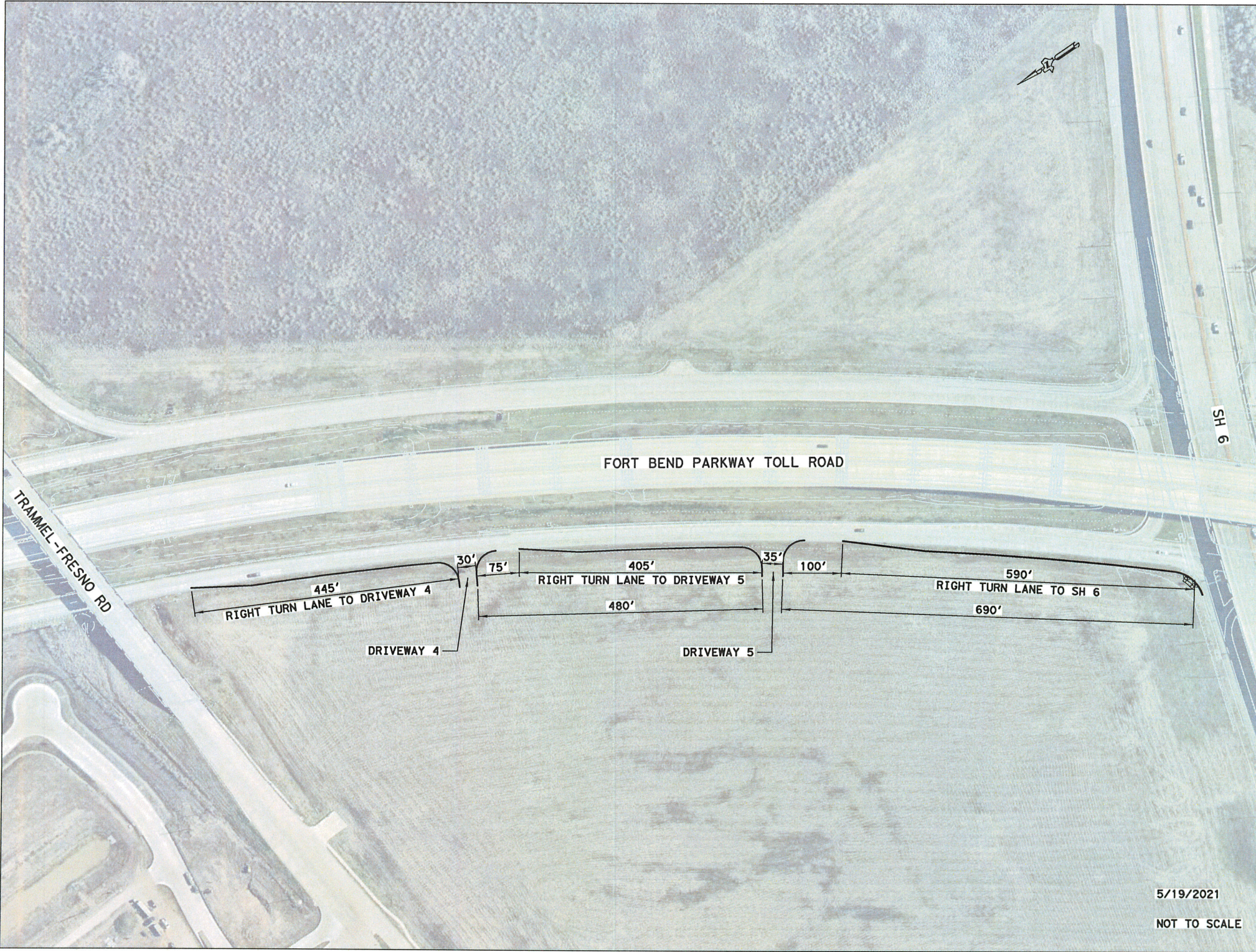
Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



EXHIBIT B

Access to Property

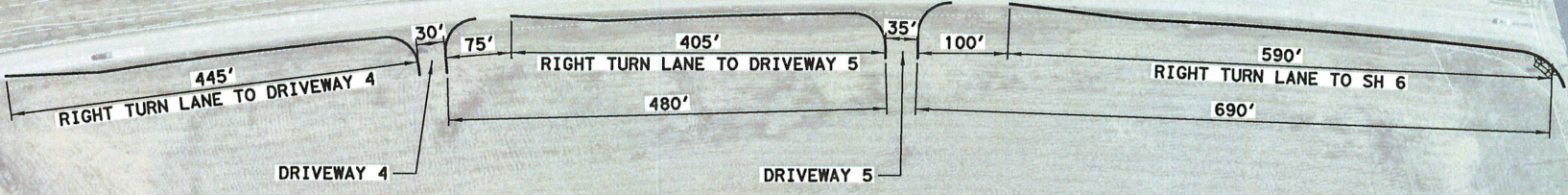
(see attached)



FORT BEND PARKWAY TOLL ROAD

TRAMMEL - FRESNO RD

SH 6



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**

Certificate Number:
2021-755187

Date Filed:
05/20/2021

Date Acknowledged:
05/24/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
A-S 151 NWC Fort Bend Pkwy-Hwy 6, L.P.
HOUSTON, TX United States

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 Toll Road Authority

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.
AS 151
Construction and Access Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sears, Jay	Houston, TX United States	X	
	Alvis, Steven	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)