



18 pgs

2021095529

EASEMENT AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

That, effective as of the 1st day of June, 2021, **NRG TEXAS POWER LLC**, whose mailing address is 910 Louisiana Street, Suite 6000, Houston, Texas 77002 ("NRG"), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, and for the further consideration herein described, GRANTS and CONVEYS to **FORT BEND COUNTY, TEXAS**, a political subdivision of the State of Texas ("FORT BEND"), its successors and assigns a non-exclusive easement ("Easement") for installation and maintenance of a public road, together with the electrical power and telecommunications, gas, water, sanitary and storm sewer lines to be constructed thereunder ("Facilities"), including the right to construct, operate, maintain, inspect, repairs, replace and remove the Facilities over, across and under that certain land in Fort Bend County, Texas, described on Exhibit "A" attached herein and made a part hereof for all purposes (the "Property"). The Easement on such lands is described in Exhibit "B", attached hereto and made a part hereof for all purposes.

NRG is the successor-in-interests to the rights granted to Richmond Irrigation Company under the Right-of-Way Agreement dated January 6, 1930, and filed for record in Volume 132, Page 582 of the Deed Records of Fort Bend County, Texas, wherein Alice A. Williams granted to Richmond Irrigation Company a right-of-way and easement (the "RIC Easement") to construct, maintain, and operate a canal for conveying water for irrigation or other purposes over and upon the Property. NRG is the fee owner of the Property.

NRG operates, maintains, and repairs a canal located on the Property, for among other things the supply of water for operation of the W. A. Parish Generating Station plant.

1. Use

The Property is to be used only for the purposes specified herein. NRG must review and approved the proposed design of all facilities prior to the start of any construction. FORT BEND may do and perform all acts necessary to construct, operate, maintain, inspect, replace, remove

the Facilities over, across and under the Property and operate thereon all necessary machinery and equipment; provided, however, that no such acts shall interfere with NRG's use of the Property or the use of the RIC Easement. FORT BEND at all time will after doing any work in connection with the Easement hereby conveyed, restore the Property as closely as reasonably practicable to its condition prior to the undertaking of such work. Subject to the foregoing, FORT BEND'S Use hereunder shall include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utilities, locating new utilities, and other work required to be performed in connection with the Facilities. The rights under this Easement will extend to FORT BEND, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by FORT BEND in the future, and all others deemed necessary by FORT BEND for the purpose of FORT BEND'S roadway project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. **NRG's Activities in the Vicinity of the Easement**

NRG reserves the full right of use and enjoyment of the Property encumbered by the Easement for any and all purposes, provided that such use will not unreasonably interfere with FORT BEND's use of the Easement.

3. **OSHA Compliance**

FORT BEND, its successors and assigns, shall comply with and adhere to all applicable policies and procedures as established by the Occupational Safety and Health Act ("OSHA"), as amended from time to time, relative to FORT BEND's, its employees' and agents' use and enjoyment of the Easement.

4. **No Warranty**

THIS EASEMENT IS GRANTED WITHOUT WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED, AND IS EXPRESSLY SUBJECT TO ALL OUTSTANDING RIGHTS-OF-WAY, EASEMENTS, RESTRICTIVE COVENANTS, LEASES, LIENS, ENCUMBRANCES AND OTHER INTERESTS WITH RESPECT TO THE LAND AND

PROPERTY OF NRG WHICH ARE OF RECORD. To the extent FORT BEND may encroach upon the easement, legal right-of-way, or any other recognized interest of another entity, FORT BEND acknowledges that it is the sole obligation of FORT BEND to secure necessary approvals from any and all such entities, and, further, FORT BEND warrants that upon commencement of initial construction pursuant to this agreement, it has first obtained all such required approvals and provided a copy of the same to NRG.

5. **Easement is Nonexclusive**

NRG reserves all rights to use and enjoy the Property on and around the Easement, including crossing and future uses, provided that such uses do not unreasonably interfere with the rights conferred upon FORT BEND hereunder. FORT BEND acknowledges that there are pre-existing uses and easements on and around the Easement, and such other uses and easements shall not be unreasonably disturbed. NRG specifically reserves the right to grant additional easements or rights-of-way upon, over, under or across, the land burdened by the Easement to such other entities and for such purposes as NRG may desire, provided that FORT BEND shall not be unreasonably disturbed in the use and enjoyment of the rights granted herein.

6. **Fort Bend's Compliance with Applicable Laws; Removal of Fort Bend's Personnel**

FORT BEND's enjoyment and use of the Easement and any and all operations conducted on the Easement shall be in compliance with all applicable laws, statutes, rules and regulations of any governmental authority having jurisdiction, including, without limitations, all safety regulations, mitigation plans in the event of a spill during operations, and other requirements of the U.S. Department of Transportation and all environmental laws, statutes, rules and regulations. Without limitation of the foregoing, FORT BEND agrees to use reasonable efforts to ensure that no toxic or hazardous substances shall be generated, treated, stored, disposed of or otherwise deposited or released in or on the Easement or elsewhere on NRG's Property.

FORT BEND further agrees that FORT BEND will not engage nor will it otherwise participate in: (i) any activity with respect to the Easement which would cause the Easement or the adjoining property of NRG to become a hazardous waste treatment, storage or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976 ("RCRA"),

as now or hereafter amended, or any similar state law or local ordinance or other environmental law; (ii) release or threatened release of a hazardous substance from or to the Easement or adjoining property of NRG within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1989 ("CERCLA"), as now or hereafter amended, or any similar state law or local ordinance or other environmental law; (iii) the use of any substance or the maintenance of conditions in or on the Easement or adjoining property of NRG which might reasonably support a claim or cause of action under RCRA, CERCLA, or any similar state law or local ordinance or other environmental law; and (iv) the construction and location of underground storage tanks on the Easement. The terms used within this Section 10 shall have the meanings specified in RCRA and CERCLA; provided, in the event either RCRA or CERCLA is amended so as to broaden the meaning of any term defined thereby, such amendment shall apply to FORT BEND's obligations imposed by the Easement; provided, further, that should the State of Texas establish by law a meaning for such terms which is broader than specified in either RCRA or CERCLA, the broader meaning or definition shall apply.

Upon the written request of NRG specifying the reason for such request, FORT BEND shall remove from NRG's Property, and prevent the future access to NRG's Property, of any employee, contractor, subcontractor, agent, invitee, successor or assign of FORT BEND who (i) does not comply with any policies and procedures of OSHA, (ii) otherwise violates applicable law, (iii) fails to comply with NRG's safety requirements, or (iv) in the sole discretion of NRG, poses an unreasonable risk to NRG's Property or personnel.

7. Indemnity/Limitation on Damages.

- (a) **TO THE MAXIMUM EXTENT PERMITTED BY LAW, FORT BEND COUNTY DOES HEREBY FOR ITSELF, ITS SUBCONTRACTORS, AND ITS AND THEIR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AGREE TO AND HEREBY DOES EXPRESSLY AND FULLY RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS NRG, ITS AFFILIATES, THE OWNER OF THE PROPERTY AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, PRINCIPALS, EMPLOYEES, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, VENTURERS, TRUSTEES AND REPRESENTATIVES (COLLECTIVELY, "NRG INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND OR CHARACTER (INCLUDING, BUT NOT**

LIMITED TO, ATTORNEYS' FEES, COSTS OF LITIGATION AND INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH) (COLLECTIVELY, "CLAIMS") CAUSED BY OR ARISING OUT OF OR IN ANY WAY INCIDENTAL TO OR CONNECTED WITH THE ENTRY OR PRESENCE OF FORT BEND OR ITS AFFILIATES OR ITS OR THEIR AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES, CONTRACTORS, CUSTOMERS, OR INVITEES IN, ON OR ABOUT THE PROPERTY, OR THEIR ACTIVITIES IN CONDUCTING ANY TESTS, STUDIES OR INSPECTIONS OF THE PROPERTY, WHETHER IMPOSED BY STATUTE, RULE OR REGULATION OR THEORY OF STRICT LIABILITY AND REGARDLESS OF CAUSE INCLUDING TO THE TO THE EXTENT CAUSED BY THE CONTRIBUTORY, PARTIAL, JOINT, COMPARATIVE, AND/OR CONCURRENT NEGLIGENCE OF NRG AND/OR NRG INDEMNIFIED PARTIES. FORT BEND'S INDEMNITY OBLIGATION DOES NOT APPLY IF A CLAIM IS CAUSED BY THE SOLE OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE NRG INDEMNIFIED PARTIES.

- (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED; PROVIDED SUCH WAIVER AND RELEASE SHALL NOT SERVE TO LIMIT ANY INDEMNITY OBLIGATION HEREUNDER TO THE EXTENT THAT SUCH DAMAGES AS ARE AWARDED OR PAID TO THIRD PARTIES.
- (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, FORT BEND SHALL REQUIRE ITS SUBCONTRACTORS TO PROVIDE THE FOREGOING RIGHTS OF INDEMNITY AND DEFENSE AS WELL AS SUBSTANTIALLY SIMILAR WAIVERS OF LIABILITY TO NRG AND THE NRG PARTIES IN ANY SUBCONTRACT RELATING TO FORT BEND'S USE OF THE PROPERTY.

8. **Insurance/Defense.**

FORT BEND shall purchase and maintain such insurance as will protect FORT BEND and NRG from the losses or Claims which may arise out of or result from liabilities that FORT BEND or NRG may incur related to FORT BEND's performance or obligations to perform under this Agreement, whether such performance be by FORT BEND or by anyone directly or indirectly employed, or contracted by FORT BEND, or by anyone for whose acts FORT BEND may be liable.

(a) FORT BEND shall and shall require any subcontractor accessing the Property to maintain insurance written in the kinds and minimum limits of liability specified as follows:

1) Workers' Compensation (WC) -Statutory, including temporary, leased and casual workers. Employer's Liability (EL) - \$1,000,000 per accident/per employee.

2) Commercial General Liability (GL) - \$1,000,000 per occurrence for Bodily Injury, including death, Property Damage, and Personal Injury, and a \$2,000,000 Aggregate, Inclusions on the GL Policy: Contractual Liability; (to include hold harmless coverage); Broad Form Property; Independent Contractors; Premises and Operations; Products & Completed Operations; Mobile Equipment; Cross Liabilities/Separation of Insured; and, no exclusion for X.C. & U., or operations within 50 feet of a railroad and Cross Liabilities/Separation of Insured. The GL policy shall extend coverage to claims and/or suits brought by FORT BEND's employees and/or individuals covered by the FORT BEND's Workers' Compensation policy for bodily injury incurred on Owner or Owner Parties' property and/or premises, more commonly referred to as action-over claims.

3) Automobile Liability (AL) - \$1,000,000 Combined Single Limit, including coverage for owned, non-owned and hired vehicles.

4) Excess Liability (Umbrella) - \$5,000,000 aggregate limit that will respond excess of the underlying EL, GL and AL policies, on a following form basis.

5) Contractor's Pollution Liability (CPL) - \$1,000,000 to respond to FORT BEND's legal liability for pollution claims arising out of FORT BEND's work, services or operations. In the alternative, the FORT BEND can provide sudden and accidental pollution coverage under its commercial general liability policy.

(b) NRG, including its respective affiliates, directors, officers, managers, members, and employees, shall, to the extent of FORT BEND's obligations hereunder, be included as Additional Insureds on FORT BEND's GL, AL, CPL and Umbrella policies for injury or damage arising out of, resulting from, or in connection with, FORT BEND's performance of its obligations or activities under this Agreement. The Additional Insured status noted in this section shall be added by blanket additional insured endorsement(s), and with respect to the GL insurance form, shall be broad enough to provide the additional insured status for both ongoing and completed operations. The insurance provided by FORT BEND shall, to the extent of its obligations under this Agreement, be primary, without right of contribution, with respect to any similar insurance being maintained by, or available to, NRG, and/or NRG Indemnified Parties. Waiver of Subrogation shall be provided pursuant to this written contract for NRG and NRG Indemnified Parties with respect to each of the coverages noted in this insurance provision.

(c) FORT BEND shall furnish NRG certificates of insurance reasonably acceptable to NRG evidencing the required coverage before the commencement of any activities on the Property, and

prior to each renewal date thereafter. The policies noted in this Insurance provision shall contain a provision that coverage afforded under the policies shall not be canceled until thirty (30) days prior written notice has been provided to NRG by FORT BEND. The failure by FORT BEND to provide NRG with Certificates of Insurance, or NRG to insist upon Certificates of Insurance, shall not be deemed a waiver of any rights of NRG.

(d) If any of the foregoing insurance coverage is provided on a "claims-made" versus "occurrence" basis, FORT BEND agrees to the following conditions in return for NRG's acceptance of FORT BEND "claims-made" policy or policies:

1) The policy Retroactive Date must coincide with, or precede, FORT BEND's start of work (including subsequent policies purchased as renewals or replacements);

2) FORT BEND will maintain similar insurance for at least three (3) years following completion of the work or services contemplated by this Access Agreement;

3) If the claims-made insurance is terminated for any reason, FORT BEND agrees to purchase an extended reporting provision (tail coverage) of at least three years to report claims arising from work that is being performed; and

4) The claims-made policy allows for reporting of circumstances or incidents (incident reporting) that might give rise to future claims.

(e) Defense of Claims. To the maximum extent permitted by law, until such time as a court of competent jurisdiction (or an independent third party agreed upon by both the NRG and FORT BEND) has determined the percentage of negligence of NRG and FORT BEND with regard to any claim, FORT BEND or its insurer shall continue to protect, defend, indemnify, and hold the NRG Indemnified Parties harmless pursuant to the terms of this Agreement regardless of any allegations of negligence or willful misconduct by an NRG Indemnified Party. If the court or third party renders a final determination that an NRG Indemnified Party was partially or solely at fault, then NRG shall reimburse FORT BEND to the extent of any NRG Indemnified Party percentage of negligence or willful misconduct as it relates to defense costs or indemnity payments that were made for the benefit of such NRG Indemnified Party prior to said final determination.

(f) As to its obligations in this Section 8, FORT BEND may meet such obligations directly or by FORT BEND requiring its contractors or agents to do so on FORT BEND's behalf for the benefit of NRG or an NRG Indemnified Party.

9. **Notice to be Provided Prior to Accessing NRG's Property and the Easement**

FORT BEND shall provide notice of its intent to access the Easement no later than twenty-four (24) hours prior to the time and date that the FORT BEND intends to access NRG's Property and the Easement. The notice shall indicate the scope of activity to be performed while accessing the Easement.

Notice required under this Section shall be made to the following individual. NRG shall promptly review any notice provided by FORT BEND, and no approval pursuant thereto shall be unreasonably delayed, withheld or conditioned. Unless NRG advises otherwise in writing, notice shall be provided to Ricky Brown, Plant Engineer, (281) 343-2147 , Ricky.Brown@nrg.com.

Notice and acknowledgement of notice may be accomplished by any other available method of communication provided, from time to time, by NRG.

10. **Governing Law; Venue**

This agreement 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 of this agreement, unless otherwise specified herein. Venue for any legal action arising out of this agreement shall be maintained exclusively in the county in which the action occurs.

11. **Default**

If FORT BEND defaults in the timely and complete performance of any of the rights herein granted or any of the obligations herein imposed, then NRG shall have the right to terminate the Easement granted herein and all rights of FORT BEND, in addition to such other rights and remedies as may be available to NRG under the terms of this agreement or at law or equity. Prior to the exercise of any remedy occasioned by FORT BEND's default, NRG shall provide written notice to FORT BEND specifying the instance or instances of FORT BEND's default. If for any reason FORT BEND fails to correct or cure such default within thirty (30) days from the date of FORT BEND's receipt of such written notice, then in addition to any other remedies available to NRG, NRG may immediately and without further notice to FORT BEND terminate the Easement granted herein and all rights to FORT BEND created hereunder. Provided, however, the Easement shall not be terminated for default if such cure or correction of default cannot, in the exercise of all due diligence, be accomplished within said thirty (30) day period, but FORT BEND commences to correct or cure such default within said period and proceeds with remedial actions with all due diligence and without cessation until the incident of default is corrected or cured. Notwithstanding the foregoing, in no event shall FORT BEND

be provided more the 180 calendar days to cure, following the receipt of NRG's initial written notice specifying the instance or instances of FORT BEND's default.

12. **Amendments; Counterpart Execution; No Waiver; Entire Agreement**

Any amendment or modification of the terms and conditions set forth herein or any waiver of such terms and conditions must be agreed to in a writing signed by NRG and FORT BEND.

This instrument may be executed in multiple counterparts, each of which shall be considered an original when fully executed.

Neither the failure nor any delay by NRG in exercising any right, power or privilege under this agreement will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or equity.

This agreement contains the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

The undersigned certify that they are authorized to execute this agreement on behalf of their respective companies.

13. **Severability**

If any term or other provision of this Easement shall be held invalid, illegal or incapable of being enforced by any applicable law or public policy by a court of competent jurisdiction, all other conditions and provisions of this Easement shall nevertheless remain in full force and effect so long as the legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination by a court of competent jurisdiction that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Easement so as to give effect to the original intent of the parties as closely as possible in an acceptable manner to the end that the transaction contemplated hereby is fulfilled to greatest the extent possible.

14. **Notices**

Any notice, request, authorization, demand or other communication required or permitted under this Agreement, aside from the notice required under Section 13 above, shall be deemed to be properly given by the sending party and received by the other party when made in writing and: (i) hand-delivered; (ii) delivered by a reputable courier service requiring signature for receipt; (iii) mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (iv) sent by facsimile as evidenced by a printed confirmation from the sending party's facsimile machine, to the other party's addresses set forth below:

If to NRG Texas Power LLC:

NRG W.A. Parrish Power Plant
2500 Y.U. Jones Road,
Thompsons, Texas 77481
Attn: Plant Manager

NRG Energy, Inc.
910 Louisiana, Suite 9000
Houston, Texas 77002
Attn: General Counsel, Gulf Region

If to Fort Bend:

Fort Bend County, Texas
401 Jackson Street, 1st Floor
Richmond, Texas 77469
Attn: County Judge

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

***** Remainder of this page intentionally left blank *****

EXECUTED this the 21st day of May, 2021.

GRANTOR:

NRG TEXAS POWER LLC

By: _____

Name: Dudley D. Zahn

Title: Vice President

AGREED TO AND ACCEPTED this 1 day of June, 2021.

GRANTEE:

FORT BEND COUNTY, TEXAS

By: _____

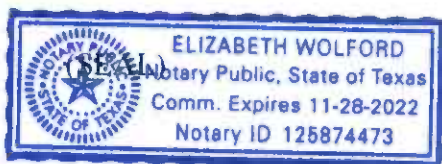
KP George, County Judge

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21st day of May, 2021,
by Dudley D. Zahn, the Vice President of NRG Texas Power LLC, on behalf
of said limited liability company.



Elizabeth Wolford

Notary Public in and for the State of Texas

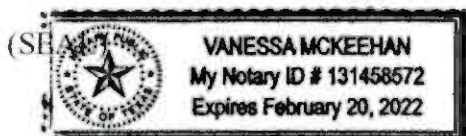
Elizabeth Wolford

(Print Name of Notary Public Here)

STATE OF TEXAS §

COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 1 day of June, 2021,
by KP George, the County Judge of Fort Bend County, Texas, on behalf of said county.



Vanessa McKeehan

Notary Public in and for the State of Texas

Vanessa McKeehan
(Print Name of Notary Public Here)

EXHIBIT A

All that certain tract or parcel being 2.299 acres and 0.977 acres more or less in the Wm. Lusk Survey, A-276, described in Special Warranty Deed from Toni S. Rohan to NRG Texas LP, dated February 14, 2007, and filed for record under instrument number 2007019710 in the Official Public Records of Fort Bend County, Texas.

EXHIBIT B



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

EXHIBIT "A" - TRACT 5

LEGAL DESCRIPTION

0.2359 ACRES OF LAND LOCATED IN THE WILLIAM LUSK SURVEY,
ABSTRACT NO. 276
FORT BEND COUNTY, TEXAS

Being a 0.2359 acre (10,277 square foot) tract of land located in the William Lusk Survey, Abstract No. 276, Fort Bend County, Texas, said 0.2359 acre tract being out of a called 2.299 acre tract of land described in deed to NRG Texas LP, as recorded under Fort Bend County Clerk's File No. 2007019710, said 0.2359 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the plat of Grace Baptist Church-Rohan Division, as recorded in Plat No. 20070124 of the Fort Bend County Plat Records);

COMMENCING at a capped iron rod stamped "KALKAMEY" found marking the intersection of the East right-of-way line of State Farm to Market Road (F.M.) No. 2977 (Minonite Road), a public right-of-way based on a width of 100 feet, and the South right-of-way of Rohan Road, a public right-of-way based on a width of 60 feet, said point being the Northwest corner of said 2.299 acre tract and having a coordinate value of North 13,754,848.70 feet and East 3,002,208.78 feet;

Thence, South 22°27'06" West, along the East right-of-way line of said F.M. No. 2977 (Minonite Road) and the West line of said 2.299 acre tract, a distance of 30.00 feet to a ½-inch iron rod with cap stamped "ROE 2106" set for the Northwest corner and Point of Beginning for the herein described 0.2359 acre tract;

Thence South 67°32'28" East, crossing said 2.299 acre tract, a distance of 92.96 feet to a ½-inch iron rod with cap stamped "ROE 2106" set in the East line of said 2.299 acre tract, also being the West line of a called 4.1687 acre tract of land described in deed to HV ASSET, LLC, as recorded under Fort Bend County Clerk's File No. 2014072568, for the Northeast corner of the herein described tract;

Thence South 22°31'39" West, along the East line of said 2.299 acre tract and the West line of said 4.1687 acre tract, a distance of 110.55 feet to a ½-inch iron rod with cap stamped "ROE 2106" set for the Southeast corner of the herein described tract, being on a curve in the proposed South right-of-way line of Rohan Road whose center bears North 22°27'15" East;

Thence in a Northwesterly direction, along the proposed South right-of-way line of said Rohan Road and crossing said 2.299 acre tract, with the arc of said curve to the right, having a radius of 898.00 feet, a central angle of 00°48'29", an arc length of 12.66 feet and a long chord which bears North 67°56'59" West, a distance of 12.66 feet to a ½-inch iron rod with cap stamped "ROE 2106" set for the Point of Tangency of said curve;

Thence North 67°32'45" West, continuing along the proposed South right-of-way line or said Rohan Road and crossing said 2.299 acre tract, a distance of 80.15 feet to a ½-inch iron rod with cap stamped "ROE 2106" set in the East right-of-way line of aforesaid F.M. No. 2977 (Minonite Road) and the West line of said 2.299 acre tract, for the Southwest corner of the herein described tract;

Thence North 22°27'06" East, along the East right-of-way line of said F.M. No. 2977 (Minonite Road) and the West line of said 2.299 acre tract, a distance of 110.65 feet to the PLACE OF BEGINNING, containing 0.2359 acres (10,277 square feet) of land.

Martin T. Roe
10-13-20

Martin T. Roe
Registered Professional Land Surveyor
Texas Registration No. 2106



114048 FBMP - ROW Acquisition Maps 10-08-20M048 MB TRACT5 Doc
October 13, 2020

TBPE FIRM NO. F-3712 TBPLS FIRM NO. 10133800
7676 HILLMONT, SUITE 350 - HOUSTON, TEXAS 77040
PHONE: (713) 895-8080/8081 - FAX: (713) 895-7686
Website: www.rekhaengineering.com - E-mail: jake1@pdq.net

FORT BEND COUNTY, TEXAS

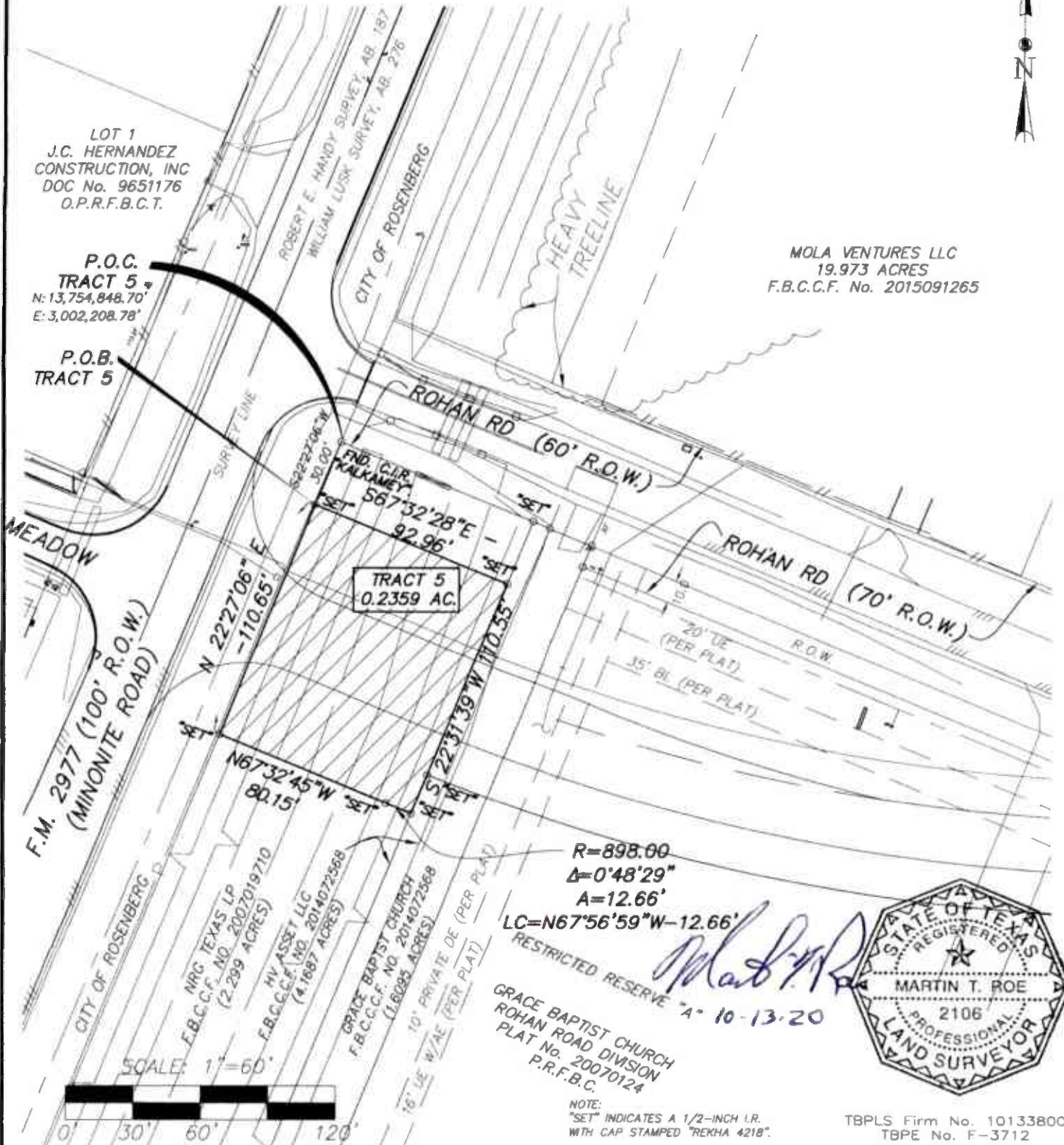


LOT 1
J.C. HERNANDEZ
CONSTRUCTION, INC
DOC No. 9651176
O.P.R.F.B.C.T.

P.O.C.
TRACT 5
N: 13,754,848.70'
E: 3,002,208.78'

P.O.B.
TRACT 5

MOLA VENTURES LLC
19.973 ACRES
F.B.C.C.F. No. 2015091265



SCALE: 1"=60'
DRAWN BY: CJ
CHECKED BY: MTR
APPD BY: JHE
CLIENT: AMANI ENG.
DATE: 10-13-20

REKHA ENGINEERING INC.



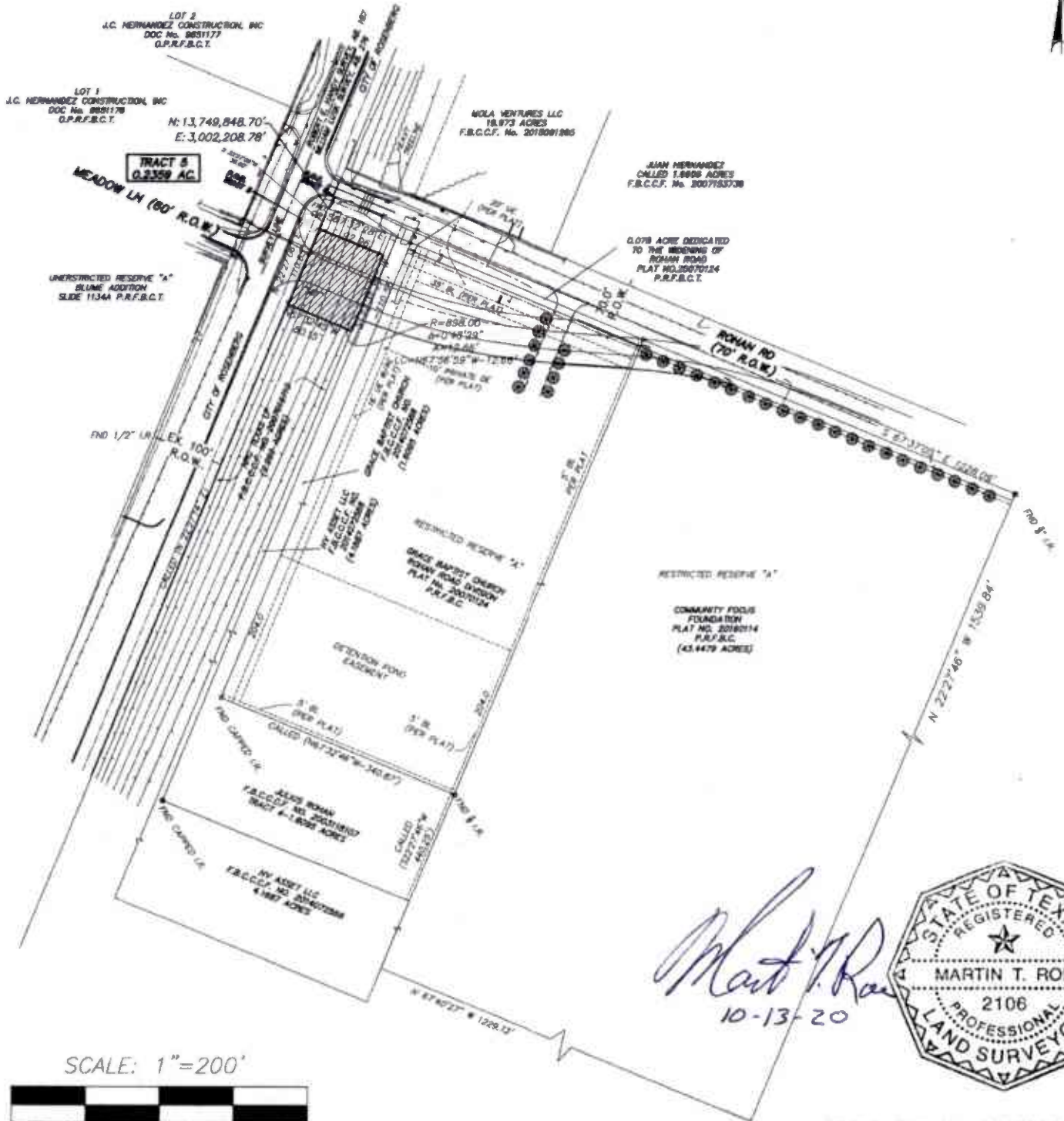
7676 Hillmont Road,
Suite 350
HOUSTON, TEXAS 77040
713-895-8080 TEL.

Attn: John English

PARCEL TRACT
EXHIBIT SHOWING
TRACT 5
ROHAN ROAD.



FORT BEND COUNTY, TEXAS



Martin T. Roe
10-13-20



TBPLS Firm No. 10133800
TBPE No. F-3712

SCALE: 1"=200'
DRAWN BY: CJJ
CHECKED BY: MTR
APPD BY: JHE
CLIENT: AMANI ENG.
DATE: 10-13-20

REKHA ENGINEERING INC.



7878 Hillmont Road,
Suite 350
HOUSTON, TEXAS 77040
713-895-8080 TEL.
713-895-7686 FAX
Attn: John English

PARENT TRACT
EXHIBIT SHOWING
TRACT 5
ROMAN ROAD.

Return:
Fort Bend County Clerk
Admin Service Coordinator

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

June 09, 2021 10:39:46 AM



FEE: \$0.00

RR1

2021095529