



STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT FOR MOBILITY BOND PROJECT

(Chimney Rock Road – Project No. 17202/20202)

This Development Agreement for Mobility Bond Project (“Agreement”) is entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the State of Texas, and OSY, LLC, a Delaware limited liability company (“Developer”). County and Developer may hereinafter be collectively referred to as the “Parties” and each individually as a “Party.”

WHEREAS, Developer’s predecessors in title owned 190 acres, a portion of which was included in the Drainage Facilities Agreement dated July 7, 2020 referenced herein; Developer has acquired that certain real property consisting of approximately 182 acres, including all property described in the Drainage Facilities Agreement, which property is more particularly described by deed recorded under Clerk’s File No. 2022116924 of the Official Public Records of Fort Bend County, Texas, to Developer (hereinafter the “Developer’s Property”); and

WHEREAS, Developer is planning a commercial development to be constructed in multiple sections and/or phases located on Developer’s Property (the “Development”); and

WHEREAS, County proposes to develop, expand, and otherwise improve a portion of Chimney Rock Road from American Canal to McHard Road (FM 2334) (the “Road Project”) pursuant to Mobility Bond Project No’s. 17202 and 20202; and

WHEREAS, Developer’s Property abuts the proposed expansion of Chimney Rock Road and Developer proposes to dedicate approximately 1 acre of Developer’s Property solely for public right-of-way and drainage to County in consideration of County’s obligations to timely construct the Road Project and other obligations described herein; and

WHEREAS, in connection with the development of the Developer’s Property and the above-referenced Road Project, the Parties have determined that, as a matter of public safety and convenience, it is in the public interest to require the funding, dedication, and construction of said rights-of-way and to memorialize the terms for the same; and

WHEREAS, Developer is the successor in interest to UDFLOF Tuscany Lakes, LP (“UDFLOF”), by virtue of that certain Assignment of Easement and Contract Rights dated September 8, 2022 recorded in the Official Public Records of Fort Bend County Texas as Instrument No. 2022116918, and by execution of this Agreement, the Parties intend for this Agreement to replace that certain Drainage Facilities Agreement entered into between County and UDFLOF on July 7, 2020 in its entirety.

Exhibit “A” to Development Agreement for Mobility Bond Project

NOW, THEREFORE, County and Developer, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

1. **General Scope and Purpose of Agreement.** This Agreement sets forth the terms and conditions pursuant to which certain rights-of-way, easements, and improvements thereon shall be dedicated, funded, and constructed.
2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
3. **Incorporated Documents.** The Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performances by the Parties in accordance with the terms of this Agreement. References to the term "Agreement" in this Agreement shall include references to all exhibits attached hereto.
 - (a) "Exhibit A"- Description of Drainage Facilities
 - (b) "Exhibit B"- Plans and Specifications for Drainage Facilities
 - (c) "Exhibit C"- Description of the Pump Station and RCB
 - (d) "Exhibit D"- Plans and Specifications for the Pump Station and RCB
 - (e) "Exhibit E"- Description of Median Openings in Road Project
 - (f) "Exhibit F"- Description of Drainage and Detention Easements to County
 - (g) "Exhibit G"- Description of Right of Way Dedication to County
 - (h) "Exhibit H"- Temporary Access Easement
4. **Design, Construction, and Maintenance of Drainage and Detention Facilities.**
 - (a) The term "Drainage Facilities, as used in this Agreement, means the drainage and detention facilities to be designed and constructed by Developer East and West of Chimney Rock Road and as further provided on **Exhibits A and B**. The Drainage Facilities do not include the RCB and Pump Station (as defined below).
 - (b) Developer, at its sole cost and expense, shall be responsible for the design and construction, of the Drainage Facilities. The Parties agree that the plans for the Drainage Facilities, as now approved by the Fort Bend County Drainage District, are sufficient to drain the Development and the Road Project and the Parties do

not anticipate any further modifications or expansions of the Drainage Facilities provided that such facilities maintains the planned volume capacity.

- (c) Developer has selected its design engineer for the Drainage Facilities and such design plans, as referenced on **Exhibits A and B**, have been reviewed and approved by the County.
- (d) Developer shall be solely responsible for obtaining all permits, authorizations, licenses, and consent required by any governmental entities having jurisdiction over the construction, maintenance, and environmental compliance of the Drainage Facilities, including County and any permits or authorizations from the Texas Commission on Environmental Quality ("TCEQ").
- (e) Subject to any delays caused by the County, or its contractors, Developer shall complete and finalize construction of the Drainage Facilities within nine (9) months from the date County issues its contractor(s) a Notice to Proceed under its construction contract for the Road Project, or within such time as may be extended by written amendment of the Parties. Upon completion of construction, Developer, at its sole cost and expense, will be responsible for the perpetual maintenance and repairs relating to the Drainage Facilities.
- (f) In connection with the Drainage Facilities, Developer shall excavate a trench/channel (the "Pilot Channel") that is approximately 20 foot in width, 10 feet in depth and 800 feet in length connecting the storm water swale on the East side of the Road Project to the Pump Station, as designated by County. Developer shall commence the construction of the Pilot Channel upon acquiring all requisite permits and authorizations. Subject to any delays caused by the County, or its contractors, Developer shall sufficiently construct the Pilot Channel, to allow County to begin constructing and installing the RCB and Pump Station, defined below, no later than a deadline of February 15, 2025 or the date established by County as the notice to proceed for the construction of the Road Project (whichever is later), or within such additional time as may be extended by written amendment of the Parties.
- (g) Developer further agrees to allow the County's designated contractor to excavate and remove up to Sixty-Five Thousand cubic yards (65,000 CY) of fill dirt from the location of the detention basin within the Drainage Facilities for the County's use in the Road Project, subject to the coordination with Developer and Developer's contractor as to the timing, location and manner of such excavation. All such excavation of fill dirt shall be performed by County's contractor(s) and at the County's sole expense. Developer shall grant County a temporary access easement in a substantially similar form as provided in **Exhibit H** for the County's excavation of the fill dirt. Developer does not guarantee or warrant that the fill

dirt to be removed by the County will be suitable or acceptable for the County's use, and the County will be solely responsible for such analysis and determination. Notwithstanding the foregoing, and in the event any portion of the excavated fill dirt is determined by County to be unsuitable or unacceptable for its use, Developer may, upon mutual agreement of the Parties, allow County's contractor to excavate above 65,000 CY of fill dirt by mutual coordination and written amendment of the Agreement. In no event shall the additional excavation over 65,000 CY cause a material change to the design of the Drainage Facilities or cause the Developer to incur additional costs for the construction of the Drainage Facilities.

- (h) Developer understands and agrees that the timeframes set forth in Section 4 ("this Section") of this Agreement are an essential and material element of this Agreement. Accordingly, Developer shall pay County One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for each consecutive calendar day that the Drainage Facilities have not achieved Substantial Completion within the time frame provided in this Section, not as a penalty but as liquidated damages representing the Parties' estimate of the damages that County will incur for late Substantial Completion. The Parties agree that such sum is a reasonable and proper measure of damages that County will sustain.
- (i) In the alternative to Section 4(h) above, and at the sole discretion of County, County shall have the right to enter Developer's Property and complete construction of the Drainage Facilities, or any portions thereof (including the Pilot Channel) if Developer fails to complete or fulfill any of its obligations under this Section within the timeframes provided. Such construction work by County shall be at the Developer's sole cost and expense. Developer shall remit payment to County for such work within thirty (30) days of Developer's receipt of invoice from County. Developer shall further provide County any temporary access or construction easements it requires to complete such work.

5. Design, Construction, and Maintenance of Reinforced Concrete Box and Pump Station.

- (a) County, at its sole cost and expense, is responsible for the design, permitting, licensing, governmental consents (if any) and construction of two (2) 10 feet by 10 feet reinforced concrete boxes ("RCB") and a pump station ("Pump Station") as part of the Road Project.
- (b) The plans and specifications for the RCB and Pump Station, as provided on **Exhibits C and D**, are complete, comply with County standards and regulations and have been approved by the County for the purposes of this Agreement. The Parties agree that the design of the RCB and Pump Station are sufficient to accommodate

the requirements of the Development (per the plans previously submitted and approved by County) and the Road Project.

- (c) The RCB and Pump Station shall include three (3) pumps and energy dissipaters to outfall the detention pond into existing Clear Creek, including a backup generator to power the pumps with a fuel tank of sufficient capacity of extended electrical outages. Developer shall coordinate with CenterPoint Energy, or other energy service provider if necessary, to procure electrical service for the three (3) pumps and energy dissipaters upon their installation by County. If additional easement(s) are required to facilitate the electrical service needs of the Pump Station, Developer shall grant such easement(s) over its property for such purposes. Upon County's completion of the construction of the RCB and Pump Station, County shall conduct any testing necessary for the same by use of a generator in accordance with the terms of County's construction contract with its contractor. Upon completion of such testing by County, Developer shall coordinate with County, and/or County's contractor, to connect the RCB and Pump Station to the existing CenterPoint Energy transformers. Developer shall further be responsible for establishing any electrical meters necessary and for the cost of the electrical power to operate the Pump Station. Nothing contained herein shall be construed to restrict Developer from coordinating with the municipal utility district regarding the supply and cost of electrical power to the RCB and Pump Station.
- (d) County has advertised for competitive bids for construction of the RCB and Pump Station (together or in separate contracts) in accordance with requirements applicable to County. County shall award the contract to the lowest responsible bidder, who, in County's judgment, would be most advantageous which would result in the best and most economical completion of construction and shall enter into a contract with the qualified bidder (the "Construction Contract"). Construction of the RCB and Pump Station shall be completed no later than twelve (12) months from the date County issues its notice to proceed under the Construction Contract. The Parties will coordinate the start dates and construction sequence for the Drainage Facilities, RCB and Pump Station, if necessary.

6. Design and Construction of Chimney Rock Road.

- (a) County has designed the improvements for the Road Project pursuant to Mobility Bond Project No.'s 17202 and 20202, which includes the RCB and Pump Station. County has selected the design engineer and shall design and construct all aspects of the Road Project in accordance with County standards and regulations. The plans and specifications shall be reviewed and approved by the Fort Bend County

Engineer. County shall further include certain median openings in the design and construction of the Road Project as provided in **Exhibit E**.

- (b) County has advertised for construction of the Road Project and shall use its best efforts to complete construction of the Road Project within eighteen (18) months from the date construction of the Road Project commences.
- (c) In the unforeseeable event that County's construction contract for the Road Project is terminated, for whatever reason, then County may, in its sole discretion, coordinate with Developer on the completion of the Road Project in accordance with the laws and regulations applicable to County.

7. **Dedication and Conveyance of Easements and Rights-of-Way.**

- (a) **Drainage and Detention Easements.** The following parcels out of Developer's Property shall be conveyed to County for the Road Project as perpetual easements for drainage and detention purposes for the Road Project. Said drainage and detention easements (the "D&D Easements") shall be non-exclusive, without warranty and subject to all matters of record. Said D&D Easements shall further be in the form agreed to by the Parties and shall include rights of ingress and egress for the benefit of County, its successors, and assigns. The County shall release any drainage or related easements across Developer's Property upon conveyance of the D&D Easements to the County, to the extent such easements are determined by County to be unnecessary for its use. In that event, the Parties shall work together to mutually abandon such easements in accordance with the laws and regulations applicable to County. The rights granted to County under the D&D Easements shall also include the right to use the Drainage Facilities for the disposal of surface waters, rain, or any such excess water related to the Development and Chimney Rock Road at a discharge rate of 116 cfs and a storage volume of 68.0 acre-feet included in the design of the Drainage Facilities as further provided in this Agreement. The rights granted to County under the D&D Easements shall also include perpetual access to the easements from a mutually agreed upon access site from the remainder Developer's Property for the sole purpose of maintaining roadway drainage as need to ensure continued functionality of the roadway.
 - (1) **Parcel 1:** Within thirty (30) days of the Effective Date of this Agreement, Developer shall convey to County an easement containing that certain 4.95

acres of land west of Chimney Rock Road for drainage and detention purposes with metes and bounds description provided in **Exhibit F**.

- (2) Parcel 2: Within thirty (30) days of the Effective Date of this Agreement, Developer shall convey to County an easement containing that certain 40.33 acres of land East of Chimney Rock Road for drainage and detention purposes with metes and bounds description provided in **Exhibit F**.
- (3) Parcel 17: Within thirty (30) days of the Effective Date of this Agreement, Developer shall convey to County an easement containing that certain 0.5578 acres of land for drainage and detention purposes with metes and bounds description provided in **Exhibit F**.

(b) **Right-of-Way Conveyances.** In consideration of the timely construction of the Road Project and the RCB and Pump Station, the following parcels out of Developer's Property shall be conveyed to County for the Road Project in fee simple by Special Warranty Donation Deed for public right-of-way purposes, without warranty of use, and subject to all matters of record in accordance with the laws applicable to County. Said Donation Deeds shall be in the form provided by County and mutually agreed to by the Parties.

- (1) Parcel 15: Within thirty (30) days of the Effective Date of this Agreement, Developer shall convey to County marketable title in and to that certain 0.5065 acres of land for the Chimney Rock Road right-of-way with metes and bounds description provided in **Exhibit G** attached hereto and incorporated by reference herein.
- (2) Parcel 16: Within thirty (30) days of the Effective Date of this Agreement, Developer shall convey to County marketable title in and to that certain 0.5065 acres of land for the Chimney Rock Road right-of-way with metes and bounds description provided in **Exhibit G**.

8. **Insurance Requirements.**

- (a) Prior to commencement of any construction work under this Agreement, Developer will cause its contractors (whether one or more) to furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Developer shall provide certified copies of its contractors' insurance endorsements and/or policies if requested by County. Developer shall ensure its contractors maintain such insurance coverage from the time construction work by Developer under this Agreement commences until the same are completed and shall provide replacement certificates, policies and/or

endorsements for any such insurance expiring prior to completion of the construction work. Developer shall require its contractors to obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall further require its contractors to obtain such insurance of the following types and minimum limits:

- (1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (2) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (3) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (4) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (b) County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All liability policies written on behalf of Developer's contractors shall contain a waiver of subrogation in favor of County.
- (c) If required coverage is written on a claims-made basis, Developer warrants that any retroactive date applicable to Developer's contractors coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- (d) Developer shall not authorize Developer's contractors to commence any portion of Developer's work and obligations under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

- (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
 - (f) Approval of the insurance by County shall not relieve or decrease the liability of the Developer's contractors.
 - (g) County shall require each of its contractors' (whether one or more) insurance policies to name Developer, in addition to County as additional insured on all policies except for Worker's Compensation and Professional Liability (if required). County's contractors shall procure the same types of insurance policies, with the same coverage and other requirements, as required of Developer's contractor pursuant to Section 8(a)-(f) above. County shall not authorize its contractors to commence any portion of County's work for the RCB and Pump Station, or any other work performed on Developer's Property under this Agreement, until it has obtained the insurance required herein and such certificates have been provided to and approved by the Developer.
 - (h) Developer and County shall be responsible for providing certified copies of insurance and endorsements and/or policies of its respective contractors if requested by the other Party.
9. **Assignment.** Developer's rights and obligations created under this Agreement may be transferred, assigned and delegated to another party only with County's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Upon assignment of this Agreement by Developer, the assignee shall become fully responsible for all obligations of Developer under this Agreement. Developer binds itself and its successors, and assigns to this Agreement with respect to all covenants, terms and conditions of this Agreement.
10. **Developer's Acknowledgement and Release.** DEVELOPER ACKNOWLEDGES AND AGREES THAT ANY CONTRIBUTION(S) MADE BY DEVELOPER TO COUNTY UNDER THIS AGREEMENT, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A: (1) TAKINGS UNDER THE U.S. OR TEXAS CONSTITUTIONS; (2) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS AMENDED; (3) NUISANCE; AND/OR (4) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF THE U.S OR TEXAS CONSTITUTIONS OR ANY FEDERAL, STATE, OR LOCAL STATUTES AND REGULATIONS. DEVELOPER HEREBY RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT. DEVELOPER HEREBY WAIVES ANY CLAIMS FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY (PERTAINING TO ANY CONTRIBUTION(S) MADE BY DEVELOPER TO COUNTY) FOR A VIOLATION OF THE U.S. AND TEXAS CONSTITUTIONS OR ANY FEDERAL, STATE, OR LOCAL STATUTES AND REGULATIONS. THE PROVISIONS

OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWEVER CAUSED.

11. **Developer's Indemnity.** DEVELOPER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "COUNTY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, AND CLAIMS OF ANY KIND, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, (OTHER THAN TO THE EXTENT CAUSED BY A COUNTY INDEMNIFIED PARTIES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE) WHICH THE COUNTY INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF DEVELOPER'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. DEVELOPER SHALL FURTHER CAUSE ALL TRADE CONTRACTORS OR ANY OTHER CONTRACTOR OR SUBCONTRACTOR WHO MAY HAVE A CONTRACT TO PERFORM CONSTRUCTION WORK FOR THE DRAINAGE FACILITIES UNDER THIS AGREEMENT TO AGREE TO INDEMNIFY THE COUNTY INDEMNIFIED PARTIES AND TO HOLD IT HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE THAT MAY ARISE FROM SUCH CONTRACTORS' OR SUBCONTRACTORS' CONSTRUCTION ACTIVITIES UNDER THIS AGREEMENT.
12. **County's Indemnity.** TO THE EXTENT ALLOWED BY LAW, COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS DEVELOPER, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "DEVELOPER INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, AND CLAIMS OF ANY KIND, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, (OTHER THAN TO THE EXTENT CAUSED BY A DEVELOPER INDEMNIFIED PARTIES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE) WHICH THE DEVELOPER INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF COUNTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. COUNTY SHALL FURTHER CAUSE ALL TRADE CONTRACTORS OR ANY OTHER CONTRACTOR OR SUBCONTRACTOR WHO MAY HAVE A CONTRACT TO PERFORM CONSTRUCTION WORK FOR THE ROAD PROJECT, RCB OR PUMP STATION TO AGREE TO INDEMNIFY THE DEVELOPER INDEMNIFIED PARTIES AND TO HOLD THEM HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE THAT MAY ARISE FROM SUCH CONTRACTORS' OR SUBCONTRACTORS' CONSTRUCTION ACTIVITIES CONTEMPLATED UNDER THIS AGREEMENT.
13. **Bonds.**
 - (a) Developer shall execute a performance bond for the construction of the Drainage Facilities. The Performance Bond shall be in an amount equaling one hundred percent (100%) of the full cost of Developer's construction contract(s) for the

Drainage Facilities and shall be executed by corporate surety as provided in Chapter 2253 of the Texas Government Code.

- (b) County shall require its contractors to obtain performance and payment bonds for construction of the RCB and Pump Station and for the Road Project as provided by the applicable provisions of the Texas Government Code and the Texas Local Government Code.

14. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson St., 4th Floor
Richmond, Texas 77469

And

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

If to Developer: OSY, LLC
Attn: Manager
8300 McHard Road
Houston, Texas 77053
e-mail: reid@redwood-property.com
Phone: 510-520-9325

OSY, LLC
Attn: Manager
10700 Bigge Street
San Leandro CA 94577
Email: reid@redwood-property.com
Phone: 510-520-9325

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate

person to be that Party's designated spokesperson for communications between the Parties.

15. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

16. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY DEVELOPER THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
17. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
18. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
20. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
21. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Developer hereby verifies that Developer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the

meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

22. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, DEVELOPER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
23. **Time.** Time is of the essence in all things pertaining to the performance of this Agreement.
24. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
25. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
26. **Multiple Counterparts.** This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument.
27. **Effective Date.** The Effective Date of this Agreement shall be the date signed by the last Party hereto.
28. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

List of Exhibits

Exhibit “A”- Description of Drainage Facilities

Exhibit “B”- Plans and Specifications for Drainage Facilities

Exhibit “C”- Description of the Pump Station and RCB

Exhibit “D”- Plans and Specifications for the Pump Station and RCB

Exhibit “E”- Description of Median Openings in Road Project

Exhibit “F”- Description of Drainage and Detention Easements to County

Exhibit “G”- Description of Right of Way Dedication to County

Exhibit “H”- Temporary Access Easement

{Execution Pages Follow}

SIGNED and AGREED to this 12 day of march, ^{2025 ES}~~2024~~.

FORT BEND COUNTY, TEXAS

KP George
KP George,
County Judge

ATTEST:

Laura Richard
Laura Richard, County Clerk



APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, County Engineer

OSY, LLC
a Delaware limited liability company

By: B. R. S.

Name: B. Remy Semien

Title: MANAGER MEMBER

STATE OF TEXAS \$
COUNTY OF _____ \$

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda


On February 6, 2025 before me, Len Phu, Notary Public
(insert name and title of the officer)

personally appeared B. Reid Settlemer,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

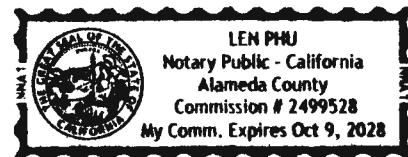
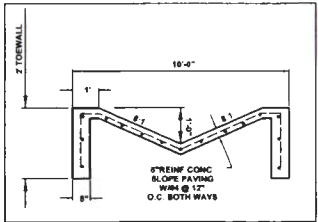
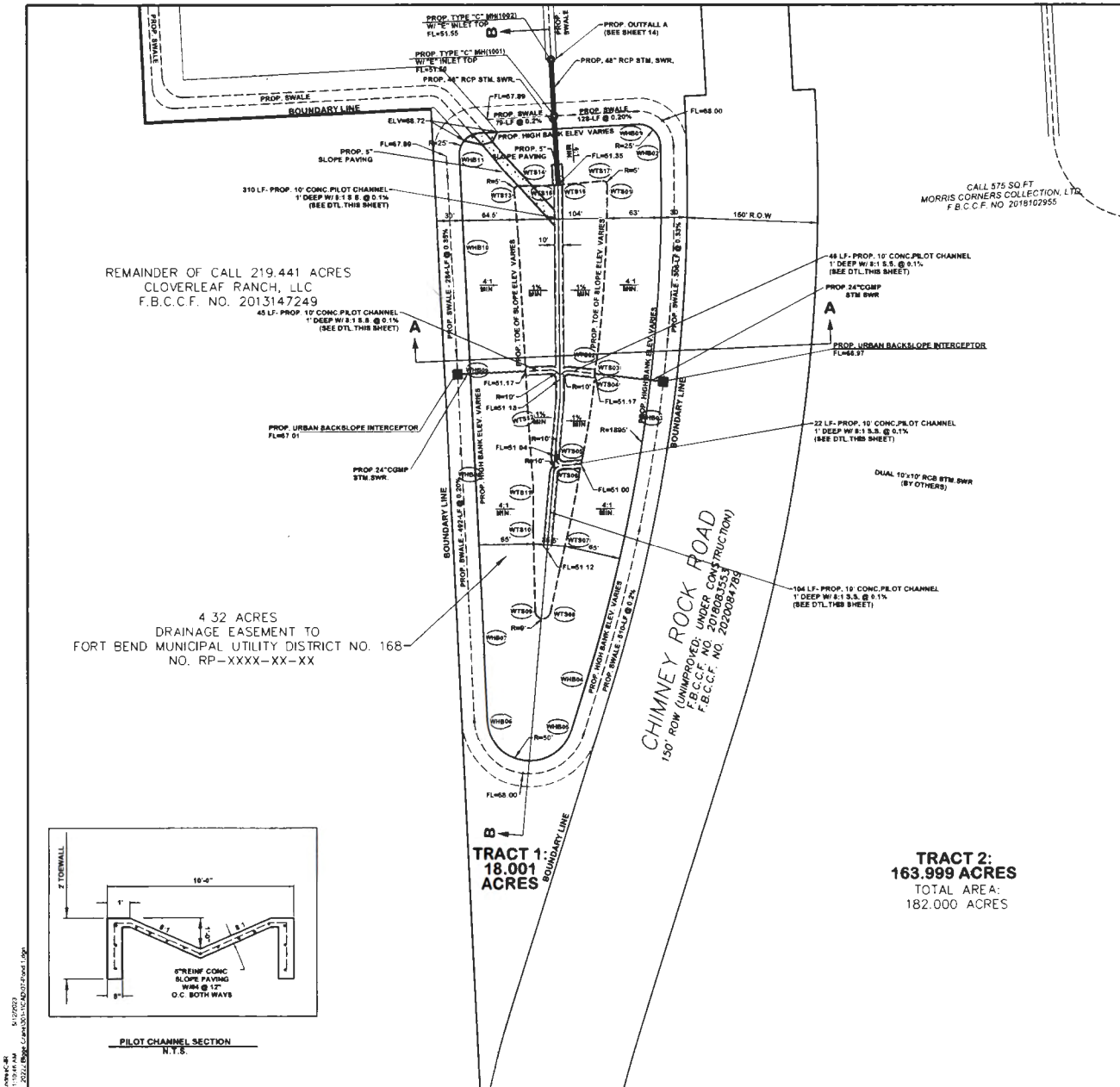


Exhibit "A"
Description of Drainage Facilities

[See attached following this cover page]



WEST POND			
NAME	NORTHING	EASTING	ELEVATION
WHB01	13776216.17	3087402.22	68.6
WHB02	13776191.88	3087428.54	68.6
WHB03	13775879.03	3087411.15	68.59
WHB04	13775573.33	3087342.45	68.75
WHB05	13775514.49	3087324.00	68.66
WHB06	13775527.00	3087226.35	68.41
WHB07	13775626.43	3087221.49	68.69
WHB08	13775812.25	3087212.41	68.55
WHB09	13775930.64	3087206.62	68.63
WHB10	13776074.82	3087199.57	68.84
WHB11	13776180.19	3087194.41	68.72
WHB12	13776206.37	3087218.06	68.73
WTS1	13776145.63	3087366.44	52.87
WTS2	13775948.75	3087354.78	52.49
WTS3	13775932.57	3087351.89	52.17
WTS4	13775917.80	3087350.99	52.42
WTS5	13775833.08	3087337.94	52.26
WTS6	13775814.32	3087334.06	52.11
WTS7	13775729.01	3087317.23	52.27
WTS8	13775650.24	3087300.02	52.5
WTS9	13775652.40	3087282.43	52.5
WTS10	13775747.34	3087280.22	52.23
WTS11	13775792.41	3087280.67	51.54
WTS12	13775876.99	3087274.64	52.11
WTS13	13776139.58	3087259.38	52.8
WTS14	13776144.98	3087264.29	52.76
WTS15	13776145.65	3087304.78	52.36
WTS16	13776146.38	3087314.78	52.36
WTS17	13776150.62	3087360.96	52.82

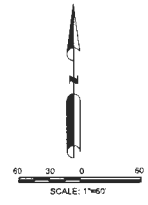



EXHIBIT A



VOGLER & SPENCER
ENGINEERING
177 North Eldridge Parkway Suite 100
Houston, Texas 77058
www.vseeng.com
Phone: 713-782-0042

THIS DOCUMENT IS FOR REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
RYAN CRAIG VOGLER
P.E. NO. 127754
5/12/2023

FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT No. 168
190 ACRE
HIGH TOWER BUSINESS PARK
DETENTION POND LAYOUT
1 OF 3

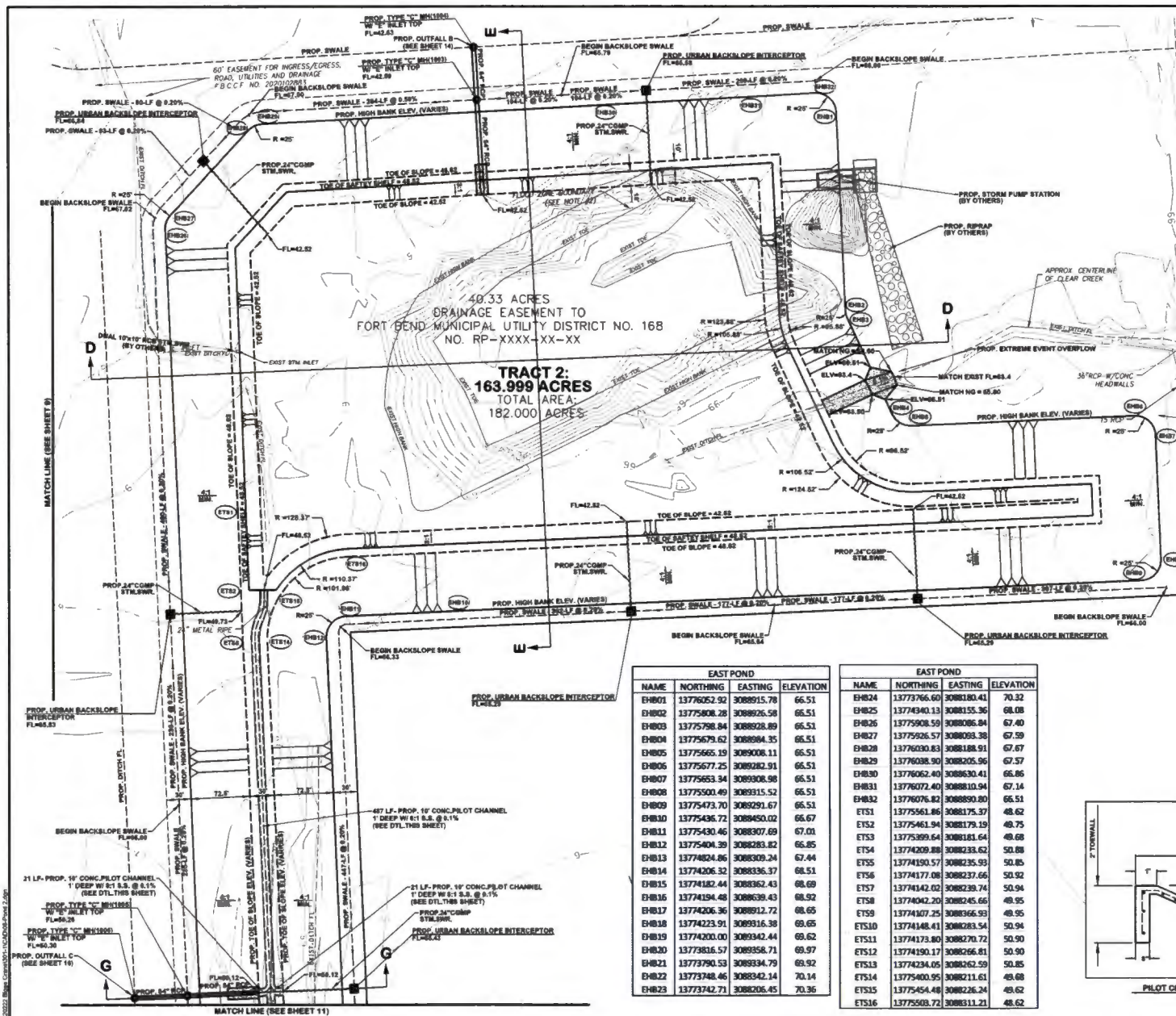
CITY OF HOUSTON
HOUSTON PUBLIC WORKS

DRAWING SCALE: HORIZONTAL: VERTICAL:
SHEET NO. 17 OF 24
FOR CITY OF HOUSTON USE ONLY

5/12/2023
 1: 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 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3682, 3683, 3684, 3685, 3686, 36

Exhibit “B”
Plans and Specifications for Drainage Facilities

[See attached following this cover page]



EAST POND			
NAME	NORTHING	EASTING	ELEVATION
E#601	1377602.92	3088951.78	66.51
E#602	1377580.28	3089265.58	68.51
E#603	13775798.84	3089258.89	68.51
E#604	13775675.62	3088984.35	66.51
E#605	13775665.19	3089008.11	65.51
E#606	13775677.25	3089082.91	66.51
E#607	13775653.34	3089038.98	68.51
E#608	13775500.49	3089315.52	66.51
E#609	13775473.70	3089291.67	65.51
E#610	13775436.72	3089450.02	66.67
E#611	13775370.46	3089307.69	67.01
E#612	13775404.38	308283.82	67.01
E#613	13775484.86	308305.24	67.44
E#614	13774206.32	308336.37	68.61
E#615	13774182.44	308362.43	68.61
E#616	13774194.48	308639.43	68.62
E#617	13774206.36	308912.72	68.59
E#618	13774223.91	3089156.71	69.65
E#619	13774200.00	3089342.44	69.62
E#620	13773831.57	3089356.71	69.97
E#621	13773790.53	3089334.79	69.92
E#622	13773748.46	3089342.14	70.14
E#623	13773742.71	3089206.45	70.36

NAME	EAST POND		
	NORTHING	EASTING	ELEVATION
ETB24	12773766.60	308180.14	70.32
ETB25	12774940.13	308155.36	68.08
ETB26	12775908.59	308006.94	67.40
ETB27	12775926.57	308003.38	67.59
ETB28	12776030.83	308188.91	67.67
ETB29	12776038.90	308206.96	67.87
ETB30	12776052.40	308030.41	66.86
ETB31	12776072.40	308010.94	67.14
ETB32	12776076.82	308089.80	66.51
ETB33	12775561.86	308175.37	68.62
ETB34	12775461.94	308179.19	68.75
ETB35	12775389.64	308181.64	69.48
ETB36	12774209.88	308233.62	50.88
ETB37	12774190.57	308235.93	50.85
ETB38	12774171.08	308237.66	50.92
ETB39	12774142.02	308238.74	50.94
ETB40	12774042.20	308263.66	48.95
ETB41	12774187.25	308265.54	48.95
ETB42	12774174.48	308265.54	50.94
ETB43	12774173.80	308270.72	50.90
ETB44	12774190.17	308266.81	50.90
ETB45	12774234.05	308262.59	50.85
ETB46	12775540.95	308211.61	48.98
ETB47	12775454.48	308226.24	48.62
ETB48	12775508.72	308131.21	49.52

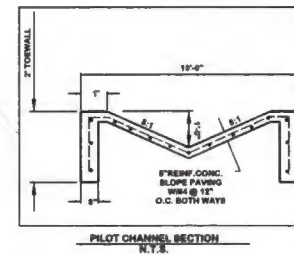



EXHIBIT B

 <p>VOGLER & SPENCER</p> <p>777 North Eldridge Parkway, Suite 500 Houston, Texas 77060 713-782-0042 www.vseinc.com</p> <p>Texas P. E. Civil Registration No. F 148</p>	<p>THIS DOCUMENT IS FOR REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.</p> <p>RYAN CRAIG VOGLER P.E. NO. 12774</p> <p>5/12/2023</p>
<p align="center">FORT BEND COUNTY</p> <p align="center">MUNICIPAL UTILITY DISTRICT No.168</p> <p align="center">190 ACRE</p> <p align="center">HIGH TOWER BUSINESS PARK</p>	
<p align="center">DETENTION POND LAYOUT</p> <p align="center">2 OF 3</p>	
<p align="center">CITY OF HOUSTON</p> <p align="center">HOUSTON PUBLIC WORKS</p>	
<p>DRAWING SCALE: HORIZONTAL: VERTICAL:</p> <p>SHEET NO. 5 OF 24</p> <p align="center">FOR CITY OF HOUSTON USE ONLY</p>	

MITIGATION PROVIDED: 285.527.34-CY/176.98 AC-FT

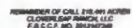
NOTE: FLOODPLAIN FILL FOR ENTIRE SITE HAS BEEN ACCOUNTED FOR. MITIGATION FOR SWALES BELOW 100-YR WSE HAS BEEN ACCOUNTED FOR IN THE MITIGATION CALCULATIONS. *ALL CUT ABOVE 62.25 IS MITIGATION.

DETENTION SUMMARY FOR OSY LLC TRACT
(FROM CLEAR CREEK HEADWATERS DRAINAGE ANALYSIS)

Minimum Bank Elevation in East Storage	46.5	NATROF
Elevation of Return Pond	48.32	NATROF
Initial Storage Provided (East and West of Chumbeu)	479	ac-ft/acre
Storage behind Thermal Pond (East and West)	66	ac-ft/acre
East and West of Chumbeu (East and West)	65	ac-ft/acre
Initial Storage Provided (East and West of Chumbeu)	479	ac-ft/acre
Storage (East) for Chumbeu Bank (East by RPS)	7.8	ac-ft/acre
Storage (West) for Chumbeu Bank (West by RPS)	60.3	ac-ft/acre
Storage for Chumbeu Bank (East & West) (East & West)	68.1	ac-ft/acre
Storage for FIB Mitigation of CWS (East from 28 displacements, cws by W&S)	127	ac-ft/acre
Storage for Detention of CWS (East & West)	218	ac-ft/acre
Area of CWS - Profiling Site	189.5	ac-ft/acre
Area of CWS - Profiling Site	21.2	ac-ft/acre
Detention Bank (Chumbeu and CWS) by RPS	2.64	ac-ft/acre
Detention Bank (Chumbeu and CWS) by RPS	1.51	ac-ft/acre
Detention Bank (Chumbeu and CWS) by RPS	1.51	ac-ft/acre
Detention Bank (Chumbeu and CWS) by RPS	1.51	ac-ft/acre

 SERVICE AREA

**ROAD PROJECT REQUIRED
VOLUME = 68 ACRE-FT**



Elevation (ft)	Stage Storage		
	Storage (ac-ft)		
	East Pond	West Pond	Total
48.62	0.00	0.00	0.00
48.75	1.00	0.00	1.00
48.90	3.10	0.00	3.10
49.25	5.10	0.00	5.10
49.50	7.20	0.00	7.20
49.75	9.40	0.00	9.40
50.00	11.90	0.00	11.90
50.25	15.80	0.00	15.80
50.50	19.80	0.00	19.80
50.75	23.80	0.00	23.80
51.00	28.00	0.00	28.00
51.25	32.10	0.00	32.10
51.50	36.40	0.00	36.40
51.75	40.70	0.00	40.70
52.00	45.00	0.10	45.10
52.25	49.40	0.10	49.50
52.50	53.80	0.30	54.10
52.75	58.30	0.40	58.70
53.00	62.90	0.70	63.60
53.25	67.40	0.90	68.30
53.50	72.10	1.10	73.20
53.75	76.80	1.30	78.10
54.00	81.50	1.60	83.10
54.25	86.30	1.80	88.10
54.50	91.10	2.10	93.20
54.75	96.00	2.30	98.30
55.00	100.90	2.60	103.50
55.25	105.90	2.90	108.80
55.50	110.90	3.10	114.00
55.75	116.00	3.40	119.40
56.00	121.10	3.70	124.80
56.25	126.30	4.00	130.30
56.50	131.50	4.30	135.80
56.75	136.80	4.70	141.50
57.00	142.10	5.00	147.10
57.25	147.50	5.30	152.80
57.50	152.90	5.70	158.60
57.75	158.30	6.00	164.30
58.00	163.90	6.40	170.30
58.25	169.40	6.70	176.10
58.50	175.00	7.10	182.10
58.75	180.70	7.50	188.20
59.00	186.40	7.90	194.30
59.25	192.20	8.30	200.50
59.50	198.00	8.70	206.70
59.75	203.90	9.10	213.00
60.00	209.80	9.50	219.30
60.25	215.80	9.90	225.70
60.50	221.80	10.40	232.20
60.75	227.90	10.80	238.70
61.00	234.00	11.30	245.30
61.25	240.20	11.70	251.90
61.50	246.40	12.20	258.60
61.75	252.60	12.70	265.30
62.00	259.00	13.20	272.20
62.25	265.30	13.70	279.00

Appendix B - Characteristic Inventory Model					
Swamp Storage Area		147.2			90%
Swamp Storage Area (up to 100 ft)		122.0			60%
Swamp Storage Area (100 ft to 200 ft)		25.2			0%
Swamp Storage Area (200 ft to 300 ft)		0.0			0%
Swamp Storage Area (300 ft to 400 ft)		11.4	17.2	24.0	100%
Swamp Storage Area (400 ft to 500 ft)		14.7	25.2	36.0	100%
Swamp Storage Area (500 ft to 600 ft)		17.2	36.0	48.0	100%
Swamp Storage Area (600 ft to 700 ft)		19.7	48.0	60.0	100%
Swamp Storage Area (700 ft to 800 ft)		22.2	60.0	72.0	100%
Swamp Storage Area (800 ft to 900 ft)		24.7	72.0	84.0	100%
Swamp Storage Area (900 ft to 1000 ft)		27.2	84.0	96.0	100%
Swamp Storage Area (1000 ft to 1100 ft)		29.7	96.0	108.0	100%
Swamp Storage Area (1100 ft to 1200 ft)		32.2	108.0	120.0	100%
Swamp Storage Area (1200 ft to 1300 ft)		34.7	120.0	132.0	100%
Swamp Storage Area (1300 ft to 1400 ft)		37.2	132.0	144.0	100%
Swamp Storage Area (1400 ft to 1500 ft)		39.7	144.0	156.0	100%
Swamp Storage Area (1500 ft to 1600 ft)		42.2	156.0	168.0	100%
Swamp Storage Area (1600 ft to 1700 ft)		44.7	168.0	180.0	100%
Swamp Storage Area (1700 ft to 1800 ft)		47.2	180.0	192.0	100%
Swamp Storage Area (1800 ft to 1900 ft)		49.7	192.0	204.0	100%
Swamp Storage Area (1900 ft to 2000 ft)		52.2	204.0	216.0	100%
Swamp Storage Area (2000 ft to 2100 ft)		54.7	216.0	228.0	100%
Swamp Storage Area (2100 ft to 2200 ft)		57.2	228.0	240.0	100%
Swamp Storage Area (2200 ft to 2300 ft)		59.7	240.0	252.0	100%
Swamp Storage Area (2300 ft to 2400 ft)		62.2	252.0	264.0	100%
Swamp Storage Area (2400 ft to 2500 ft)		64.7	264.0	276.0	100%
Swamp Storage Area (2500 ft to 2600 ft)		67.2	276.0	288.0	100%
Swamp Storage Area (2600 ft to 2700 ft)		69.7	288.0	300.0	100%
Swamp Storage Area (2700 ft to 2800 ft)		72.2	300.0	312.0	100%
Swamp Storage Area (2800 ft to 2900 ft)		74.7	312.0	324.0	100%
Swamp Storage Area (2900 ft to 3000 ft)		77.2	324.0	336.0	100%
Swamp Storage Area (3000 ft to 3100 ft)		79.7	336.0	348.0	100%
Swamp Storage Area (3100 ft to 3200 ft)		82.2	348.0	360.0	100%
Swamp Storage Area (3200 ft to 3300 ft)		84.7	360.0	372.0	100%
Swamp Storage Area (3300 ft to 3400 ft)		87.2	372.0	384.0	100%
Swamp Storage Area (3400 ft to 3500 ft)		89.7	384.0	396.0	100%
Swamp Storage Area (3500 ft to 3600 ft)		92.2	396.0	408.0	100%
Swamp Storage Area (3600 ft to 3700 ft)		94.7	408.0	420.0	100%
Swamp Storage Area (3700 ft to 3800 ft)		97.2	420.0	432.0	100%
Swamp Storage Area (3800 ft to 3900 ft)		99.7	432.0	444.0	100%
Swamp Storage Area (3900 ft to 4000 ft)		102.2	444.0	456.0	100%
Swamp Storage Area (4000 ft to 4100 ft)		104.7	456.0	468.0	100%
Swamp Storage Area (4100 ft to 4200 ft)		107.2	468.0	480.0	100%
Swamp Storage Area (4200 ft to 4300 ft)		109.7	480.0	492.0	100%
Swamp Storage Area (4300 ft to 4400 ft)		112.2	492.0	504.0	100%
Swamp Storage Area (4400 ft to 4500 ft)		114.7	504.0	516.0	100%
Swamp Storage Area (4500 ft to 4600 ft)		117.2	516.0	528.0	100%
Swamp Storage Area (4600 ft to 4700 ft)		119.7	528.0	540.0	100%
Swamp Storage Area (4700 ft to 4800 ft)		122.2	540.0	552.0	100%
Swamp Storage Area (4800 ft to 4900 ft)		124.7	552.0	564.0	100%
Swamp Storage Area (4900 ft to 5000 ft)		127.2	564.0	576.0	100%
Swamp Storage Area (5000 ft to 5100 ft)		129.7	576.0	588.0	100%
Swamp Storage Area (5100 ft to 5200 ft)		132.2	588.0	600.0	100%
Swamp Storage Area (5200 ft to 5300 ft)		134.7	600.0	612.0	100%
Swamp Storage Area (5300 ft to 5400 ft)		137.2	612.0	624.0	100%
Swamp Storage Area (5400 ft to 5500 ft)		139.7	624.0	636.0	100%
Swamp Storage Area (5500 ft to 5600 ft)		142.2	636.0	648.0	100%
Swamp Storage Area (5600 ft to 5700 ft)		144.7	648.0	660.0	100%
Swamp Storage Area (5700 ft to 5800 ft)		147.2	660.0	672.0	100%
Swamp Storage Area (5800 ft to 5900 ft)		149.7	672.0	684.0	100%
Swamp Storage Area (5900 ft to 6000 ft)		152.2	684.0	696.0	100%
Swamp Storage Area (6000 ft to 6100 ft)		154.7	696.0	708.0	100%
Swamp Storage Area (6100 ft to 6200 ft)		157.2	708.0	720.0	100%
Swamp Storage Area (6200 ft to 6300 ft)		159.7	720.0	732.0	100%
Swamp Storage Area (6300 ft to 6400 ft)		162.2	732.0	744.0	100%
Swamp Storage Area (6400 ft to 6500 ft)		164.7	744.0	756.0	100%
Swamp Storage Area (6500 ft to 6600 ft)		167.2	756.0	768.0	100%
Swamp Storage Area (6600 ft to 6700 ft)		169.7	768.0	780.0	100%
Swamp Storage Area (6700 ft to 6800 ft)		172.2	780.0	792.0	100%
Swamp Storage Area (6800 ft to 6900 ft)		174.7	792.0	804.0	100%
Swamp Storage Area (6900 ft to 7000 ft)		177.2	804.0	816.0	100%
Swamp Storage Area (7000 ft to 7100 ft)		179.7	816.0	828.0	100%
Swamp Storage Area (7100 ft to 7200 ft)		182.2	828.0	840.0	100%
Swamp Storage Area (7200 ft to 7300 ft)		184.7	840.0	852.0	100%
Swamp Storage Area (7300 ft to 7400 ft)		187.2	852.0	864.0	100%
Swamp Storage Area (7400 ft to 7500 ft)		189.7	864.0	876.0	100%
Swamp Storage Area (7500 ft to 7600 ft)		192.2	876.0	888.0	100%
Swamp Storage Area (7600 ft to 7700 ft)		194.7	888.0	900.0	100%
Swamp Storage Area (7700 ft to 7800 ft)		197.2	900.0	912.0	100%
Swamp Storage Area (7800 ft to 7900 ft)		199.7	912.0	924.0	100%
Swamp Storage Area (7900 ft to 8000 ft)		202.2	924.0	936.0	100%
Swamp Storage Area (8000 ft to 8100 ft)		204.7	936.0	948.0	100%
Swamp Storage Area (8100 ft to 8200 ft)		207.2	948.0	960.0	100%
Swamp Storage Area (8200 ft to 8300 ft)		209.7	960.0	972.0	100%
Swamp Storage Area (8300 ft to 8400 ft)		212.2	972.0	984.0	100%
Swamp Storage Area (8400 ft to 8500 ft)		214.7	984.0	996.0	100%
Swamp Storage Area (8500 ft to 8600 ft)		217.2	996.0	1008.0	100%
Swamp Storage Area (8600 ft to 8700 ft)		219.7	1008.0	1020.0	100%
Swamp Storage Area (8700 ft to 8800 ft)		222.2	1020.0	1032.0	100%
Swamp Storage Area (8800 ft to 8900 ft)		224.7	1032.0	1044.0	100%
Swamp Storage Area (8900 ft to 9000 ft)		227.2	1044.0	1056.0	100%
Swamp Storage Area (9000 ft to 9100 ft)		229.7	1056.0	1068.0	100%
Swamp Storage Area (9100 ft to 9200 ft)		232.2	1068.0	1080.0	100%
Swamp Storage Area (9200 ft to 9300 ft)		234.7	1080.0	1092.0	100%
Swamp Storage Area (9300 ft to 9400 ft)		237.2	1092.0	1104.0	100%
Swamp Storage Area (9400 ft to 9500 ft)		239.7	1104.0	1116.0	100%
Swamp Storage Area (9500 ft to 9600 ft)		242.2	1116.0	1128.0	100%
Swamp Storage Area (9600 ft to 9700 ft)		244.7	1128.0	1140.0	100%
Swamp Storage Area (9700 ft to 9800 ft)		247.2	1140.0	1152.0	100%
Swamp Storage Area (9800 ft to 9900 ft)		249.7	1152.0	1164.0	100%
Swamp Storage Area (9900 ft to 10000 ft)		252.2	1164.0	1176.0	100%
Swamp Storage Area (10000 ft to 10100 ft)		254.7	1176.0	1188.0	100%
Swamp Storage Area (10100 ft to 10200 ft)		257.2	1188.0	1200.0	100%
Swamp Storage Area (10200 ft to 10300 ft)		259.7	1200.0	1212.0	100%
Swamp Storage Area (10300 ft to 10400 ft)		262.2	1212.0	1224.0	100%
Swamp Storage Area (10400 ft to 10500 ft)		264.7	1224.0	1236.0	100%
Swamp Storage Area (10500 ft to 10600 ft)		267.2	1236.0	1248.0	100%
Swamp Storage Area (10600 ft to 10700 ft)		269.7	1248.0	1260.0	100%
Swamp Storage Area (10700 ft to 10800 ft)		272.2	1260.0	1272.0	100%
Swamp Storage Area (10800 ft to 10900 ft)		274.7	1272.0	1284.0	100%
Swamp Storage Area (10900 ft to 11000 ft)		277.2	1284.0	1296.0	100%
Swamp Storage Area (11000 ft to 11100 ft)		279.7	1296.0	1308.0	100%
Swamp Storage Area (11100 ft to 11200 ft)		282.2	1308.0	1320.0	100%
Swamp Storage Area (11200 ft to 11300 ft)		284.7	1320.0	1332.0	100%
Swamp Storage Area (11300 ft to 11400 ft)		287.2	1332.0	1344.0	100%
Swamp Storage Area (11400 ft to 11500 ft)		289.7	1344.0	1356.0	100%
Swamp Storage Area (11500 ft to 11600 ft)		292.2	1356.0	1368.0	100%
Swamp Storage Area (11600 ft to 11700 ft)		294.7	1368.0	1380.0	100%
Swamp Storage Area (11700 ft to 11800 ft)		297.2	1380.0	1392.0	100%
Swamp Storage Area (11800 ft to 11900 ft)		299.7	1392.0	1404.0	100%
Swamp Storage Area (11900 ft to 12000 ft)		302.2	1404.0	1416.0	100%
Swamp Storage Area (12000 ft to 12100 ft)		304.7	1416.0	1428.0	100%
Swamp Storage Area (12100 ft to 12200 ft)		307.2	1428.0	1440.0	100%
Swamp Storage Area (12200 ft to 12300 ft)		309.7	1440.0	1452.0	100%
Swamp Storage Area (12300 ft to 12400 ft)		312.2	1452.0	1464.0	100%
Swamp Storage Area (12400 ft to 12500 ft)		314.7	1464.0	1476.0	100%
Swamp Storage Area (12500 ft to 12600 ft)		317.2	1476.0	1488.0	100%
Swamp Storage Area (12600 ft to 12700 ft)		319.7	1488.0	1500.0	100%
Swamp Storage Area (12700 ft to 12800 ft)		322.2	1500.0	1512.0	100%
Swamp Storage Area (12800 ft to 12900 ft)		324.7	1512.0	1524.0	100%
Swamp Storage Area (12900 ft to 13000 ft)		327.2	1524.0	1536.0	100%
Swamp Storage Area (13000 ft to 13100 ft)		329.7	1536.0	1548.0	100%
Swamp Storage Area (13100 ft to 13200 ft)		332.2	1548.0	1560.0	100%
Swamp Storage Area (13200 ft to 13300 ft)		334.7	1560.0	1572.0	100%
Swamp Storage Area (13300 ft to 13400 ft)		337.2	1572.0	1584.0	100%
Swamp Storage Area (13400 ft to 13500 ft)		339.7	1584.0	1596.0	100%
Swamp Storage Area (13500 ft to 13600 ft)		342.2	1596.0	1608.0	100%
Swamp Storage Area (13600 ft to 13700 ft)		344.7	1608.0	1620.0	100%
Swamp Storage Area (13700 ft to 13800 ft)		347.2	1620.0	1632.0	100%
Swamp Storage Area (13800 ft to 13900 ft)		349.7	1632.0	1644.0	100%
Swamp Storage Area (13900 ft to 14000 ft)		352.2	1644.0	1656.0	100%
Swamp Storage Area (14000 ft to 14100 ft)		354.7	1656.0	1668.0	100%
Swamp Storage Area (14100 ft to 14200 ft)		357.2	1668.0	1680.0	100%
Swamp Storage Area (14200 ft to 14300 ft)		359.7	1680.0	1692.0	100%
Swamp Storage Area (14300 ft to 14400 ft)		362.2	1692.0	1704.0	100%
Swamp Storage Area (14400 ft to 14500 ft)		364.7	1704.0	1716.0	100%
Swamp Storage Area (14500 ft to 14600 ft)		367.2	1716.0	1728.0	100%
Swamp Storage Area (14600 ft to 14700 ft)		369.7	1728.0	1740.0	100%
Swamp Storage Area (14700 ft to 14800 ft)		372.2	1740.0	1752.0	100%
Swamp Storage Area (14800 ft to 14900 ft)		374.7	1752.0	1764.0	100%
Swamp Storage Area (14900 ft to 15000 ft)		377.2	1764.0	1776.0	100%
Swamp Storage Area (15000 ft to 15100 ft)		379.7	1776.0	1788.0	100%
Swamp Storage Area (15100 ft to 15200 ft)		382.2	1788.0	1800.0	100%
Swamp Storage Area (15200 ft to 15300 ft)		384.7	1800.0	1812.0	100%
Swamp Storage Area (15300 ft to 15400 ft)		387.2	1812.0	1824.0	100%
Swamp Storage Area (15400 ft to 15500 ft)		389.7	1824.0	1836.0	100%
Swamp Storage Area (15500 ft to 15600 ft)		392.2	1836.0	1848.0	100%
Swamp Storage Area (15600 ft to 15700 ft)		394.7	1848.0	1860.0	100%
Swamp Storage Area (15700 ft to 15800 ft)		397.2	1860.0	1872.0	100%
Swamp Storage Area (15800 ft to 15900 ft)		399.7	1872.0	1884.0	100%
Swamp Storage Area (15900 ft to 16000 ft)		402.2	1884.0	1896.0	100%
Swamp Storage Area (16000 ft to 16100 ft)		404.7	1896.0	1908.0	100%
Swamp Storage Area (16100 ft to 16200 ft)		407.2	1908.0	1920.0	100%
Swamp Storage Area (16200 ft to 16300 ft)		409.7	1920.0	1932.0	100%
Swamp Storage Area (16300 ft to 16400 ft)		412.2	1932.0	1944.0	100%
Swamp Storage Area (16400 ft to 16500 ft)		414.7	1944.0	1956.0	100%
Swamp Storage Area (16500 ft to 16600 ft)		417.2	1956.0	1968.0	100%
Swamp Storage Area (16600 ft to 16700 ft)		419.7	1968.0	1980.0	100%
Swamp Storage Area (16700 ft to 16800 ft)		422.2	1980.0	1992.0	100%
Swamp Storage Area (16800 ft to 16900 ft)		424.7	1992.0	2004.0	100%
Swamp Storage Area (16900 ft to 17000 ft)		427.2	2004.0	2016.0	100%
Swamp Storage Area (17000 ft to 17100 ft)		429.7	2016.0	2028.0	100%
Swamp Storage Area (17100 ft to 17200 ft)		432.2	2028.0	2040.0	100%
Swamp Storage Area (17200 ft to 17300 ft)		434.7	2040.0	2052.0	100%
Swamp Storage Area (17300 ft to 17400 ft)		437.2	2052.0	2064.0	100%
Swamp Storage Area (17400 ft to 17500 ft)		439.7	2064.0	2076.0	100%
Swamp Storage Area (17500 ft to 17600 ft)		442.2	2076.0	2088.0	100%
Swamp Storage Area (17600 ft to 17700 ft)		444.7	2088.0	2100.0	100%
Swamp Storage Area (17700 ft to 17800 ft)		447.2	2100.0	2112.0	



EXHIBIT B-1




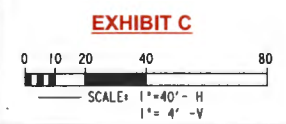
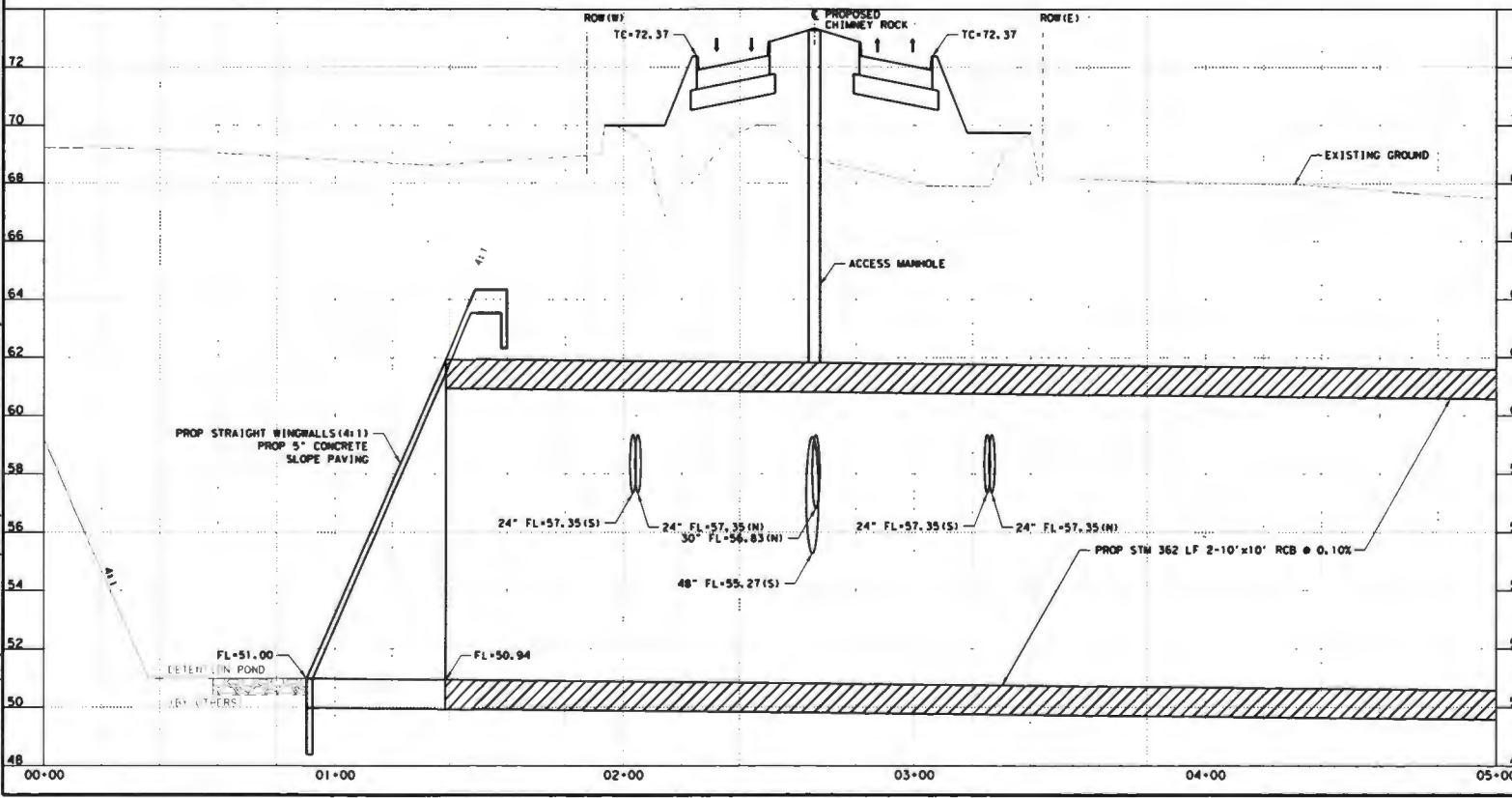
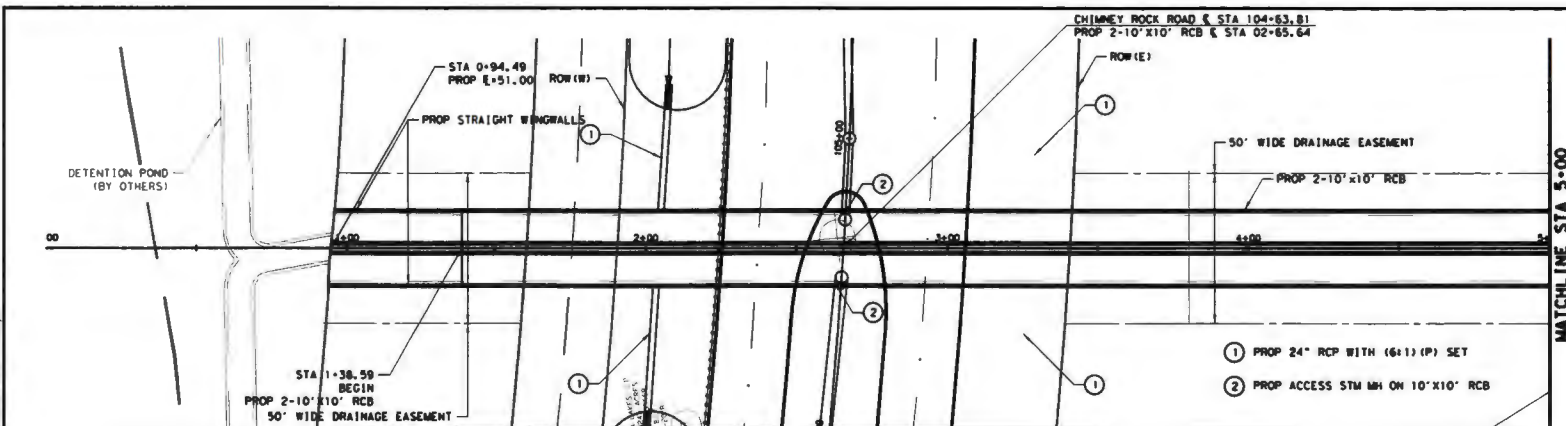
			
VOGLER & SPENCER ENGINEERING			
777 North Eldridge Parkway, Suite 500 Houston, Texas 77079 713-782-6043 gva@vsg.com			
Thomas P. E. Firm Registration No. F148		3/15/2024 <i>B2</i>	
FORT BEND COUNTY			
MUNICIPAL UTILITY DISTRICT No. 168			
190 ACRE			
HIGH TOWER BUSINESS PARK			
OVERALL PROJECT LAYOUT			
CITY OF HOUSTON			
HOUSTON PUBLIC WORKS			
DRAWING SCALE: HORIZONTAL: 1" = 300' VERTICAL:			
SHEET NO. 3 OF 28			
FOR CITY OF HOUSTON USE ONLY			
<div style="border: 1px solid black; padding: 10px; text-align: center;">  </div>			

Exhibit "C"
Description of the Pump Station and RCB

[See attached following this cover page]

DATE: 11/26/2024
FILE: Z:\Fort Bend County\Projects\Fort Bend County Chimney Rock\AS\SEGMENT 2\15 C-006-001.dgn
James Gilbert
5:00 PM
Z:\Fort Bend County\Projects\Fort Bend County Chimney Rock\AS\SEGMENT 2\15 C-006-001.dgn



NO.	DATE	REVISION	APPROVED

Michael Dugan
11-6-2024

FORT BEND COUNTY

Zarinkel
Engineering Services, Inc.
617 CAROLINE ST
HOUSTON, TEXAS 77030
PH: 832.242.2426
FAX: 832.242.2445
Firm Reg. # F-004270

CHIMNEY ROCK ROAD-SEGMENT 2

PROP 2-10'x10' RCB
SHEET 1 OF 2

SHEET 75 OF 219

DRAWN: JC	HORIZ SCALE: 1"=40'
DESIGNED: MB	VERT SCALE: 1"=4'
CHECKED: MB	DATE: 11/26/2024
APPROVED: GZ	SHEET NO:

CONTRACT: 20202

DATE: 11/26/2024
 FILE: Z:\Fort Bend County\projects\Fort Bend County Chimney Rock Road\Chimney Rock Road.dgn
 James Goffart
 5/10/2024
 Z:\ESD\STANDARDS\Microstation\PLT\CHIMNEY ROCK ROAD.dgn

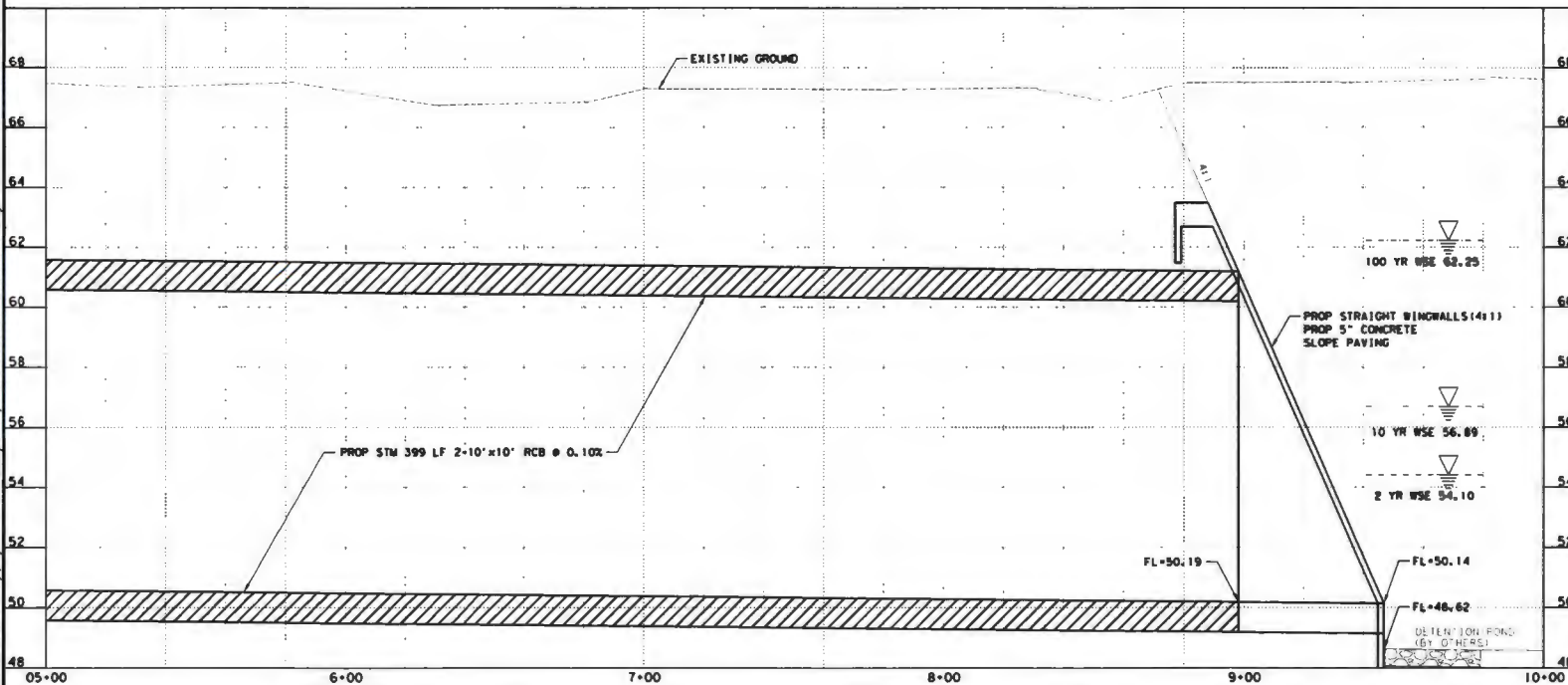
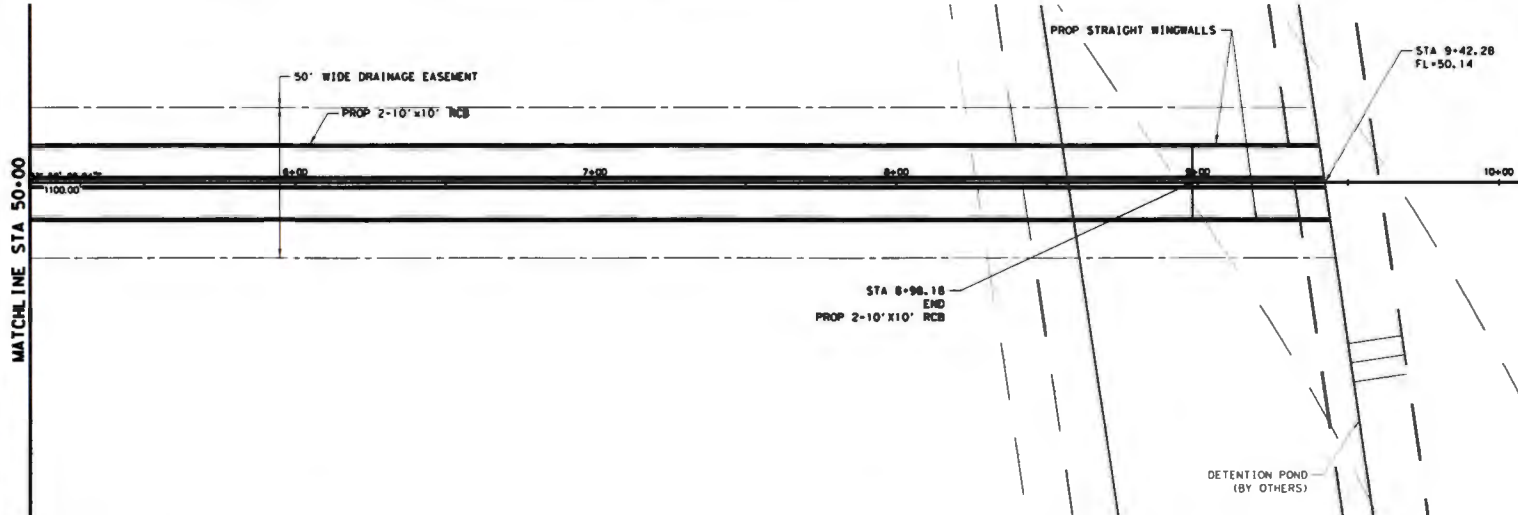
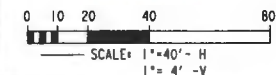


EXHIBIT C



NO.	DATE	REVISION	APPROVED
-----	------	----------	----------



FORT BEND COUNTY

Zarinkelk
 Engineering Services, Inc.
 617 CAROLINE ST
 HOUSTON, TEXAS 77002
 PH: 832-242-2436
 FAX: 832-242-2445
 PERM REG. # F-0004270

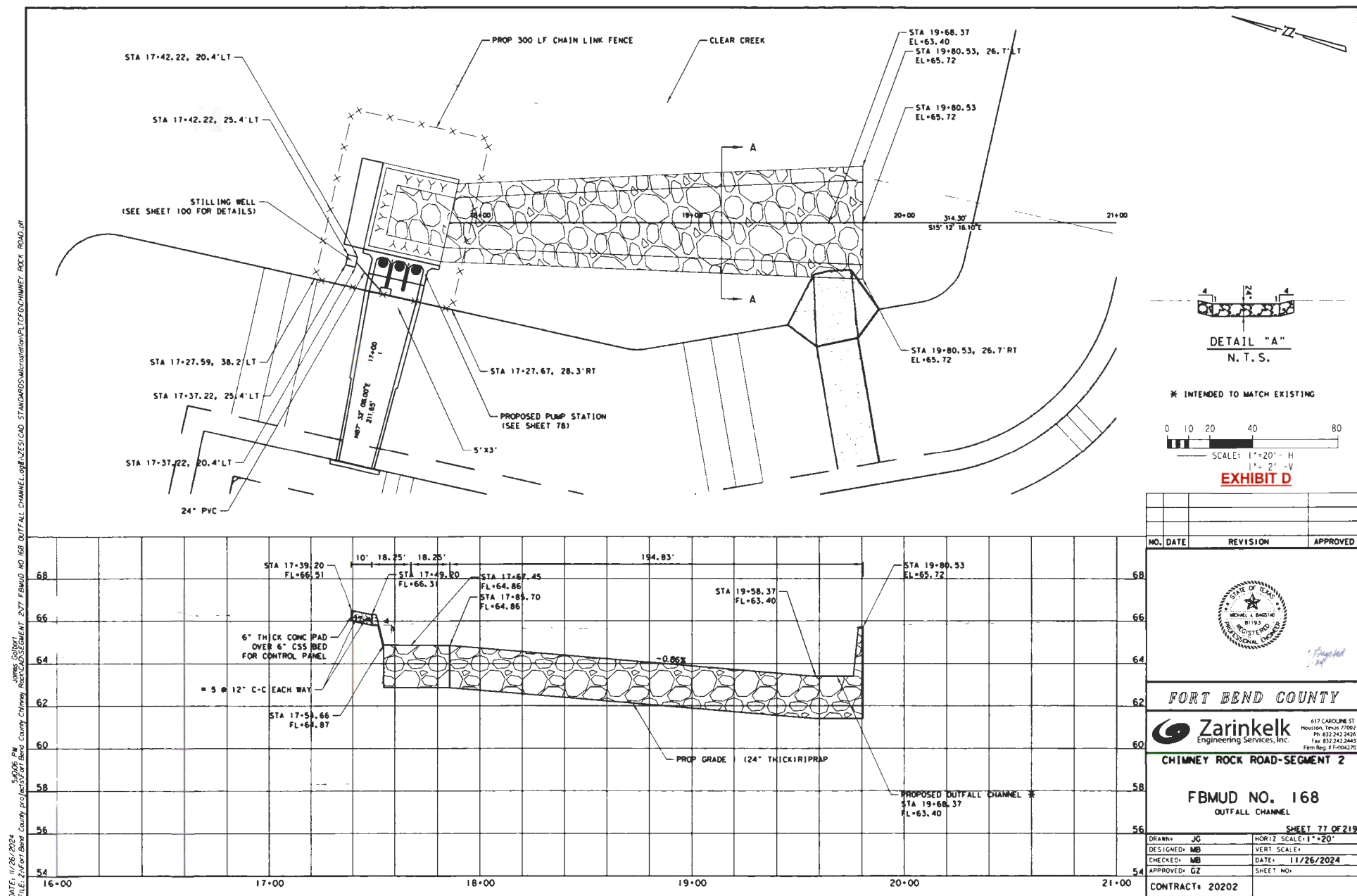
CHIMNEY ROCK ROAD-SEGMENT 2

PROP 2-10'x10' RCB
 SHEET 2 OF 2

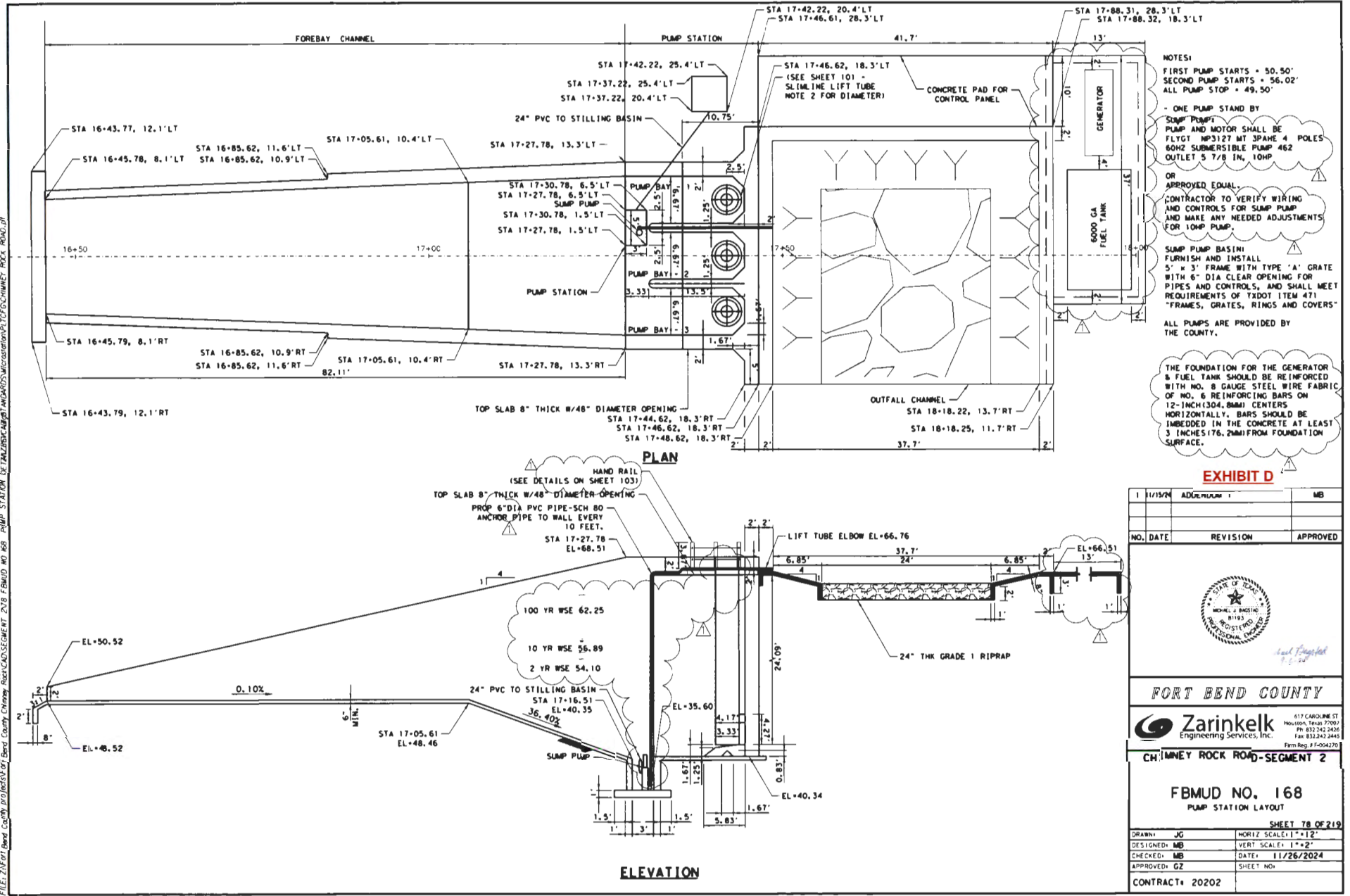
DRAWN: JC	HORIZ SCALE: 1"=40'
DESIGNED: MB	VERT SCALE: 1"=4'
CHECKED: MB	DATE: 11/26/2024
APPROVED: GZ	SHEET NO:
CONTRACT: 20202	

Exhibit “D”
Plans and Specifications for the Pump Station and RCB

[See attached following this cover page]



DATE: 11/26/2024 5:00 PM
 FILE: Z:\Fort Bend County Projects\Fort Bend County Channel Rock Causement 218 FBMUD NO 168 PUMP STATION DETAIL\ZBRYA\B17\ANDROS\MICROSTATION\PTC\CHIMNEY ROCK ROAD.DWG



NOTES:

FIRST PUMP STARTS + 50.50'
 SECOND PUMP STARTS + 56.02'
 ALL PUMP STOP + 49.50'

- ONE PUMP STAND BY
 SUMP PUMP
 PUMP AND MOTOR SHALL BE
 FLTGT M3127 MT 3PANE 4 POLES
 6002 SUBMERSIBLE PUMP #62
 OUTLET 5 7/8 IN, 10HP

OR
 APPROVED EQUAL

CONTRACTOR TO VERIFY WIRING
 AND CONTROLS FOR SUMP PUMP
 AND MAKE ANY NEEDED ADJUSTMENTS
 FOR 10HP PUMP

SUMP PUMP BASIN
 FURNISH AND INSTALL
 5' x 3' FRAME WITH TYPE 'A' GRATE
 WITH 6" DIA CLEAR OPENING FOR
 PIPES AND CONTROLS, AND SHALL MEET
 REQUIREMENTS OF TxDOT ITEM 471
 "FRAMES, GRATES, RINGS AND COVERS"

ALL PUMPS ARE PROVIDED BY
 THE COUNTY.

THE FOUNDATION FOR THE GENERATOR
 & FUEL TANK SHOULD BE REINFORCED
 WITH NO. 8 GAUGE STEEL WIRE FABRIC
 OF NO. 6 REINFORCING BARS ON
 12-INCH(304.8MM) CENTERS
 HORIZONTALLY. BARS SHOULD BE
 IMBEDDED IN THE CONCRETE AT LEAST
 3 INCHES(76.2MM) FROM FOUNDATION
 SURFACE.

EXHIBIT D



1	11/15/24	ADDENDUM 1	MB
NO.	DATE	REVISION	APPROVED
<div style="text-align: center;"> <i>not stamped</i></div>			
<h2>FORT BEND COUNTY</h2>			
		<div style="text-align: right;">Zarinkelk Engineering Services, Inc. 617 CAROLINE ST. HOUSTON, TEXAS 77053 PH 832.242.2426 FAX 832.242.2443 Firm Reg. # F-0066270</div>	
CHIMNEY ROCK ROAD-SEGMENT 2			
<h1>FBMUD NO. 168</h1> <p>PUMP STATION LAYOUT</p>			
SHEET 78 OF 119			
DRAWN: JG	HORIZ SCALE: 1"=12'		
DESIGNED: MB	VERT SCALE: 1"=2'		
CHECKED: MB	DATE: 11/26/2024		
APPROVED: GZ	SHEET NO:		
CONTRACT# 20202			

Exhibit “E”
Description of Median Openings in Road Project

[See attached following this cover page]

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photocopy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

SITE		SF
TYPE	AREA	AREA (SF)
FBC DETENTION		FBC DETENTION
FBC DETENTION SITE 1	4.08 acres	216,848.22 R²
FBC DETENTION SITE 2	40.33 acres	1,756,885.48 R²
	45.31 acres	1,973,733.71 R²
FUTURE DEVELOPMENT		FUTURE DEVELOPMENT
FUTURE DEVELOPMENT SITE	12.82 acres	545,184.65 R²
	12.82 acres	545,184.65 R²
PHASE I INDUSTRIAL		PHASE I INDUSTRIAL
INDUSTRIAL SITE 1	36.01 acres	1,568,063.90 R²
INDUSTRIAL SITE 2	18.59 acres	722,317.30 R²
	62.99 acres	2,290,381.20 R²
PHASE II INDUSTRIAL		PHASE II INDUSTRIAL
INDUSTRIAL SITE 2	2.72 acres	118,530.25 R²
INDUSTRIAL SITE 4	19.87 acres	822,052.81 R²
INDUSTRIAL SITE 5	40.56 acres	2,156,950.93 R²
	71.16 acres	3,096,533.99 R²
TOTAL	181.58 acres	7,908,433.54 R²

PHASE I BUILDINGS

TYPE	AREA
INDUSTRIAL SITE 1	
BUILDING 1	183,871 SF
BUILDING 2	343,095 SF
	506,966 SF
INDUSTRIAL SITE 3	
BUILDING 3	229,011 SF
	229,011 SF
TOTAL	735,976 SF

PHASE I SITE COVERAGE

TYPE	AREA
INDUSTRIAL SITE 1 COVERAGE	32.32%
INDUSTRIAL SITE 3 COVERAGE	31.71%

PHASE II BUILDINGS

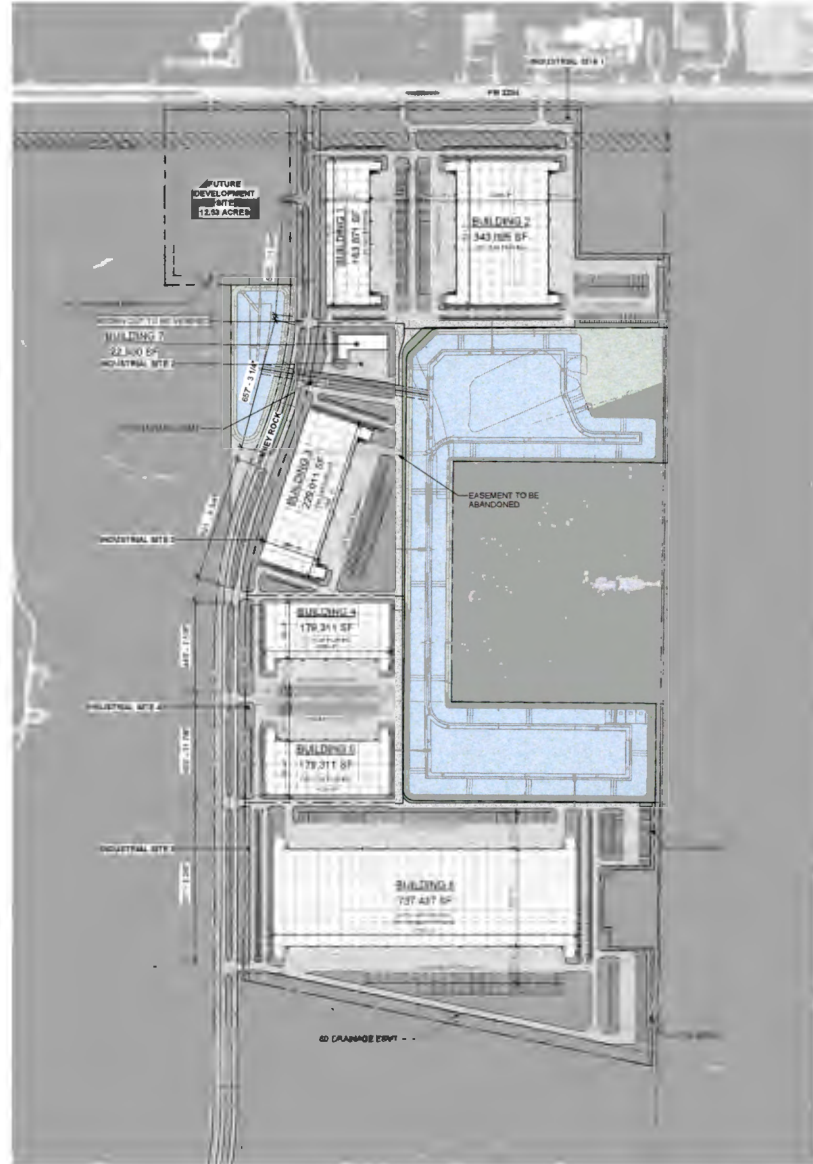
TYPE	AREA
INDUSTRIAL SITE 2	
BUILDING 7	22,500 SF
	22,500 SF
INDUSTRIAL SITE 4	
BUILDING 4	179,311 SF
BUILDING 5	179,311 SF
	358,622 SF
INDUSTRIAL SITE 6	
BUILDING 6	737,437 SF
	737,437 SF
TOTAL	1,118,559 SF

SITE COVERAGE

TYPE	AREA
INDUSTRIAL SITE 2 COVERAGE	18.9%
INDUSTRIAL SITE 4 COVERAGE	43.8%
INDUSTRIAL SITE 6 COVERAGE	34.1%

PARKING

TYPE	SPACES
BUILDING 1 PARKING	120
BUILDING 1 TRAILER PARKING	51
BUILDING 2 PARKING	255
BUILDING 2 TRAILER PARKING	139
BUILDING 3 PARKING	138
BUILDING 3 TRAILER PARKING	90
BUILDING 4 PARKING	111
BUILDING 4 TRAILER PARKING	42
BUILDING 5 PARKING	108
BUILDING 5 TRAILER PARKING	42
BUILDING 6 PARKING	400
BUILDING 6 TRAILER PARKING	369
BUILDING 7 PARKING	26



HIGHTOWER BUSINESS PARK

FORT BEND COUNTY

EXHIBIT E



SCALE: 1" = 300'
0 75 150 300 600

OVERALL MASTERPLAN

11/05/2024

Goree
Interiors | Architecture | Brand

THIS DRAWING AND THE BIM360 FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

Exhibit "F"
Description of Drainage and Detention Easements to County

[See attached following this cover page]

EXHIBIT F

County: Fort Bend
Project: HTBP
Job No.: 235601
M&B No.: 23-530

FIELD NOTES FOR 4.95 ACRES

Being a tract containing 4.95 acres of land located in the T. Hobermaker Survey, A-191, in Fort Bend County, Texas. Said 4.95 acres being a portion of a call 18.001 acre tract of land (styled "Tract 1") recorded in the name of OSY, LLC under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2022116924. Said 4.95 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

COMMENCING at a TXDOT disc found at the northwest corner of said 18.001 acres, being on the south Right-of-Way (R.O.W.) line of F.M. 2234 (McHard Road) at the common south corner between those call 2.400 and 1.027 acre tracts of land recorded in the name of State of Texas (for F.M. 2234 widening) under F.B.C.C.F. Nos. 2019068365 and 2017086590, respectively, and being on the east line of a call 219.441 acre tract of land recorded in the name of Cloverleaf Ranch, LLC under F.B.C.C.F. No. 2013147249;

THENCE, with the common lines between said 18.001 acres and said 219.441 acres, the following three (3) courses:

- 1.) South 02 degrees 48 minutes 32 seconds East, a distance of 873.29 feet to a 1/2 inch iron rod found at the upper southwest corner of said 18.001 acres;
- 2.) North 87 degrees 15 minutes 06 seconds East, a distance of 330.66 feet to a 1/2 inch iron rod found at a re-entrant corner on the west line of said 18.001 acres and lower northeast corner of said 219.441 acres, from which a 1 inch iron pipe found for reference bears South 80 degrees 42 minutes 37 seconds West, 5.19 feet;
- 3.) South 02 degrees 47 minutes 58 seconds East, a distance of 54.64 feet to the **POINT OF BEGINNING** and being the beginning of a non-tangent curve to the right;

THENCE, through and across said 18.001 acres, the following three (3) courses:

- 1.) 86.16 feet along the arc of said curve having a radius of 55.00 feet, a central angle of 89 degrees 45 minutes 22 seconds and a chord which bears North 42 degrees 04 minutes 43 seconds East, 77.62 feet to a point of tangency;
- 2.) North 86 degrees 57 minutes 24 seconds East, a distance of 184.42 feet to a point of curvature to the right;

EXHIBIT F

3.) 87.82 feet along the arc of said curve having a radius of 55.00 feet, a central angle of 91 degrees 28 minutes 55 seconds and a chord which bears South 47 degrees 18 minutes 09 seconds East, 78.78 feet to a point of compound curvature, being on the east line of said 18.001 acres and west Right-of-Way (R.O.W.) line of Chimney Rock Road (based on a width of 150 feet), and from which a 5/8 inch capped iron rod stamped "4079" found at a point of curvature on the common line between said 18.001 acres and said Chimney Rock Road bears North 02 degrees 16 minutes 47 seconds West, 48.25 feet;

THENCE, with the common line between said 18.001 acres and said Chimney Rock Road, the following three (3) courses:

1.) 637.31 feet along the arc of said compound curve having a radius of 1,925.00 feet, a central angle of 18 degrees 58 minutes 08 seconds and a chord which bears South 07 degrees 55 minutes 23 seconds West, 634.40 feet to a 5/8 inch capped iron rod stamped "4079" found at a point of tangency;

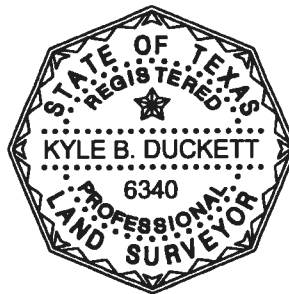
2.) South 17 degrees 24 minutes 27 seconds West, a distance of 360.35 feet to a 5/8 inch capped iron rod stamped "4079" found at a point of curvature to the left;

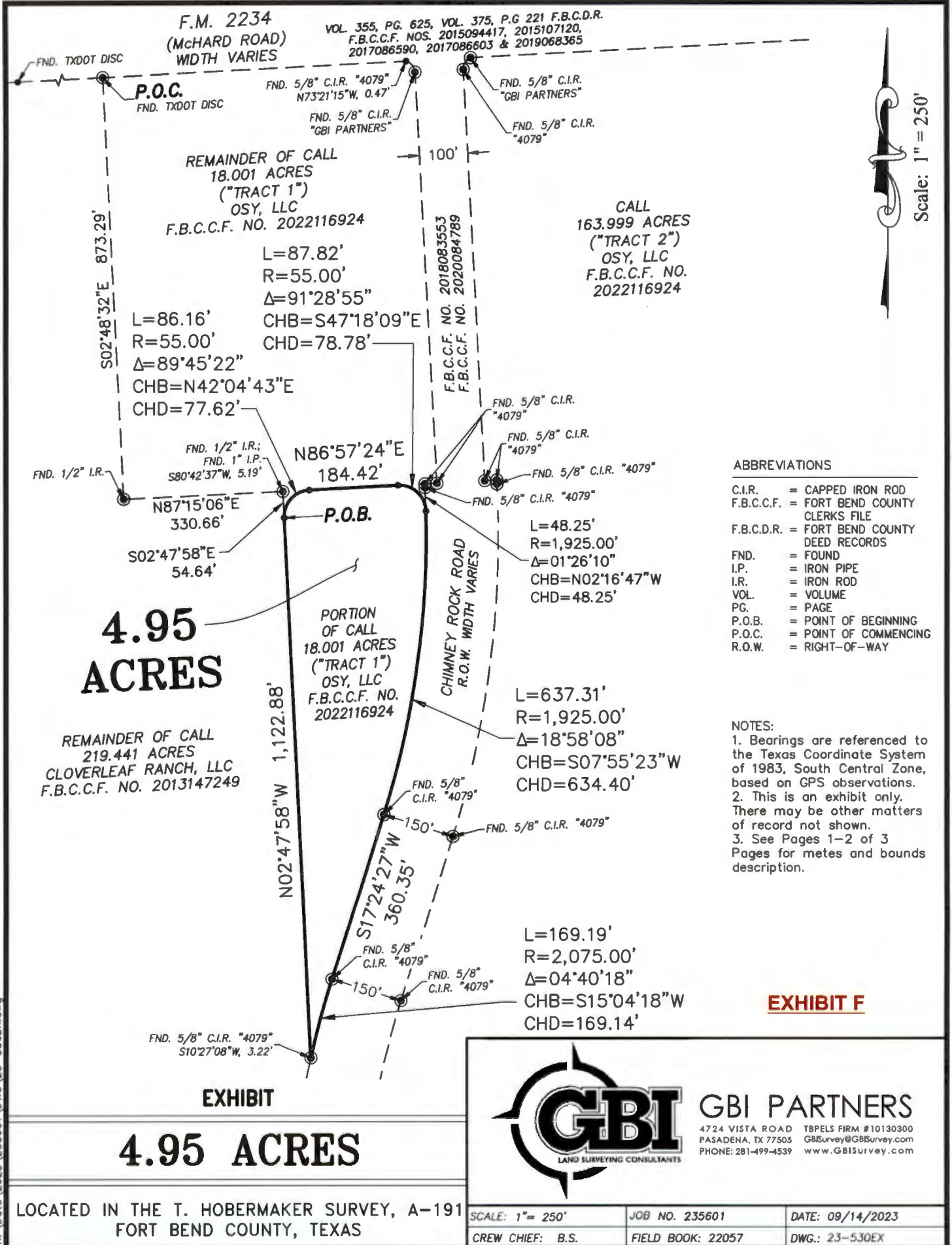
3.) 169.19 feet along the arc of said curve having a radius of 2,075.00 feet, a central angle of 04 degrees 40 minutes 18 seconds and a chord which bears South 15 degrees 04 minutes 18 seconds West, 169.14 feet to the south corner of said 18.001 acres, being on the east line of aforesaid 219.441 acres, and from which a found 5/8 inch capped iron rod stamped "4079" bears South 10 degrees 27 minutes 08 seconds West, 3.22 feet;

THENCE, with the common line between said 18.001 acres and said 219.441 acres, North 02 degrees 47 minutes 58 seconds West, a distance of 1,122.88 feet to the **POINT OF BEGINNING** and containing 4.95 acres of land.

THIS DESCRIPTION WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF KYLE B. DUCKETT, RPLS 6340, FILED UNDER JOB NOS. 215596 AND 235601 IN THE OFFICES OF GBI PARTNERS.

GBI Partners
TBPELS Firm #10130300
Ph: 281.499.4539
September 14, 2023





R:\Data\2023\235601\DWG\23-530EX.dwg

EXHIBIT F

County: Fort Bend
Project: HTBP
Job No.: 235601
M&B No.: 23-529

FIELD NOTES FOR 40.33 ACRES

Being a tract containing 40.33 acres of land located in the T. Hobermaker Survey, A-191, in Fort Bend County, Texas. Said 40.33 acres being a portion of a call 163.999 acre tract of land (styled "Tract 2") recorded in the name of OSY, LLC under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2022116924 and all of Fort Bend County Municipal Utility District No. 168 Director's Lot Nos. 5, 4, 3, 2 and 1 ("Director's Lot No. 5", "Director's Lot No. 4", "Director's Lot No. 3", "Director's Lot No. 2" and "Director's Lot No. 1", respectively) being call 0.1148 acre tracts of land recorded in the names of David Husid (as to Director's Lot No. 5), Amelia Josephine Switz (as to Director's Lot No. 4), Lizandro Campos (as to Director's Lot No. 3), Ryan Smith (as to Director's Lot No. 2) and Kyle Prater (as to Director's Lot No. 1) under F.B.C.C.F. Nos. 2019116186, 2019119515, 2019116184, 2019116180 and 2020016412, respectively. Said 40.33 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

COMMENCING at a 5/8 inch capped iron rod stamped "GBI Partners" found at the lower northeast corner of said 163.999 acres, being on the west line of a call 93.7761 acre tract of land recorded in the name of Tesla Investments, LLC under F.B.C.C.F. No. 2010098709, and the common Survey line between said Hobermaker Survey and the T.W. Thompson Survey, A-335, Fort Bend County, Texas, and from which a 5/8 inch capped iron rod stamped "GBI Partners" found at a re-entrant corner of said 163.999 acres bears South 87 degrees 33 minutes 01 seconds West, 444.00 feet;

THENCE, with said common Survey line and the common line between said 163.999 acres and said 93.7761 acres, the following two (2) courses:

- 1.) South 02 degrees 26 minutes 59 seconds East, a distance of 366.06 feet to the **POINT OF BEGINNING**;
- 2.) South 02 degrees 26 minutes 59 seconds East, a distance of 675.38 feet to a 1-1/2 inch iron pipe found at an ell corner on the east line of said 163.999 acres and the northeast corner of a call 29.339 acre tract of land recorded in the name of WXYZ, Inc. in Volume 2090, Page 2058 of the Fort Bend County Deed Records (F.B.C.D.R.);

THENCE, with the north line of said 29.339 acres and common with said 163.999 acres, South 87 degrees 29 minutes 02 seconds West, at 331.07 feet pass a 5/8 inch capped iron rod (illegible) found for reference, and continuing for a total distance of 1,064.88 feet to a 5/8 inch iron rod found at the northwest corner of said 29.339 acres and a re-entrant corner of said 163.999 acres;

EXHIBIT F

THENCE, with the west line of said 29.339 acres and common with said 163.999 acres, South 02 degrees 30 minutes 42 seconds East, a distance of 1,199.22 feet to a 5/8 inch iron rod found at the southwest corner of said 29.339 acres and a re-entrant corner of said 163.999 acres;

THENCE, with the south line of said 29.339 acres and common with said 163.999 acres and aforesaid Director's Lot Nos. 5, 4, 3, 2 and 1, North 87 degrees 30 minutes 38 seconds East, at 764.91 feet pass a 5/8 inch capped iron rod stamped "GBI Partners" found at the common north corner between said 163.999 acres and Director's Lot No. 5, and continuing for a total distance of 1,014.91 feet to a 5/8 inch capped iron rod stamped "LJA" found at the northeast corner of said Director's Lot No. 1 and the upper northwest corner of a call 4.942 acre tract of land recorded in the name of Asief Karim and Nioti R. Karim under F.B.C.C.F. No. 2015067441;

THENCE, with the east line of said Director's Lot No. 1 and said 163.999 acres and the upper west line of said 4.942 acres, South 02 degrees 25 minutes 47 seconds East, a distance of 493.84 feet to a point from which a 5/8 inch capped iron rod stamped "LJA" found at an ell corner on the east line of said 163.999 acres and northeast corner of a call 0.17 acre tract of land (styled "Parcel 1") recorded in the name of Plains Pipeline, L.P. under F.B.C.C.F. No. 2011028437;

THENCE, through and across said 163.999 acres, the following seven (7) courses:

- 1.) South 87 degrees 34 minutes 24 seconds West, a distance of 1,194.36 feet to a point of curvature to the right;
- 2.) 86.32 feet along the arc of said curve having a radius of 55.00 feet, a central angle of 89 degrees 55 minutes 32 seconds and a chord which bears North 47 degrees 27 minutes 51 seconds West, 77.73 feet to a point of tangency;
- 3.) North 02 degrees 30 minutes 05 seconds West, a distance of 2,144.03 feet to a point of curvature to the right;
- 4.) 43.20 feet along the arc of said curve having a radius of 55.00 feet, a central angle of 45 degrees 00 minutes 00 seconds and a chord which bears North 19 degrees 59 minutes 55 seconds East, 42.10 feet to a point of tangency;
- 5.) North 42 degrees 29 minutes 55 seconds East, a distance of 141.41 feet to a point of curvature to the right;
- 6.) 42.56 feet along the arc of said curve having a radius of 55.00 feet, a central angle of 44 degrees 19 minutes 57 seconds and a chord which bears North 64 degrees 39 minutes 54 seconds East, 41.50 feet to a point of tangency;
- 7.) North 86 degrees 49 minutes 52 seconds East, a distance of 1,146.00 feet to the **POINT OF BEGINNING** and containing 40.33 acres of land.

EXHIBIT F

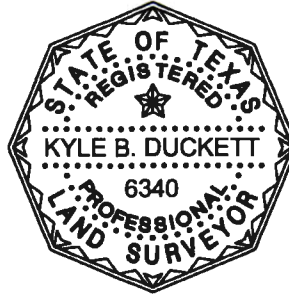
THIS DESCRIPTION WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF KYLE B. DUCKETT, RPLS 6340, FILED UNDER JOB NOS. 215596 AND 235601 IN THE OFFICES OF GBI PARTNERS.

GBI Partners

TBPELS Firm #10130300

Ph: 281.499.4539

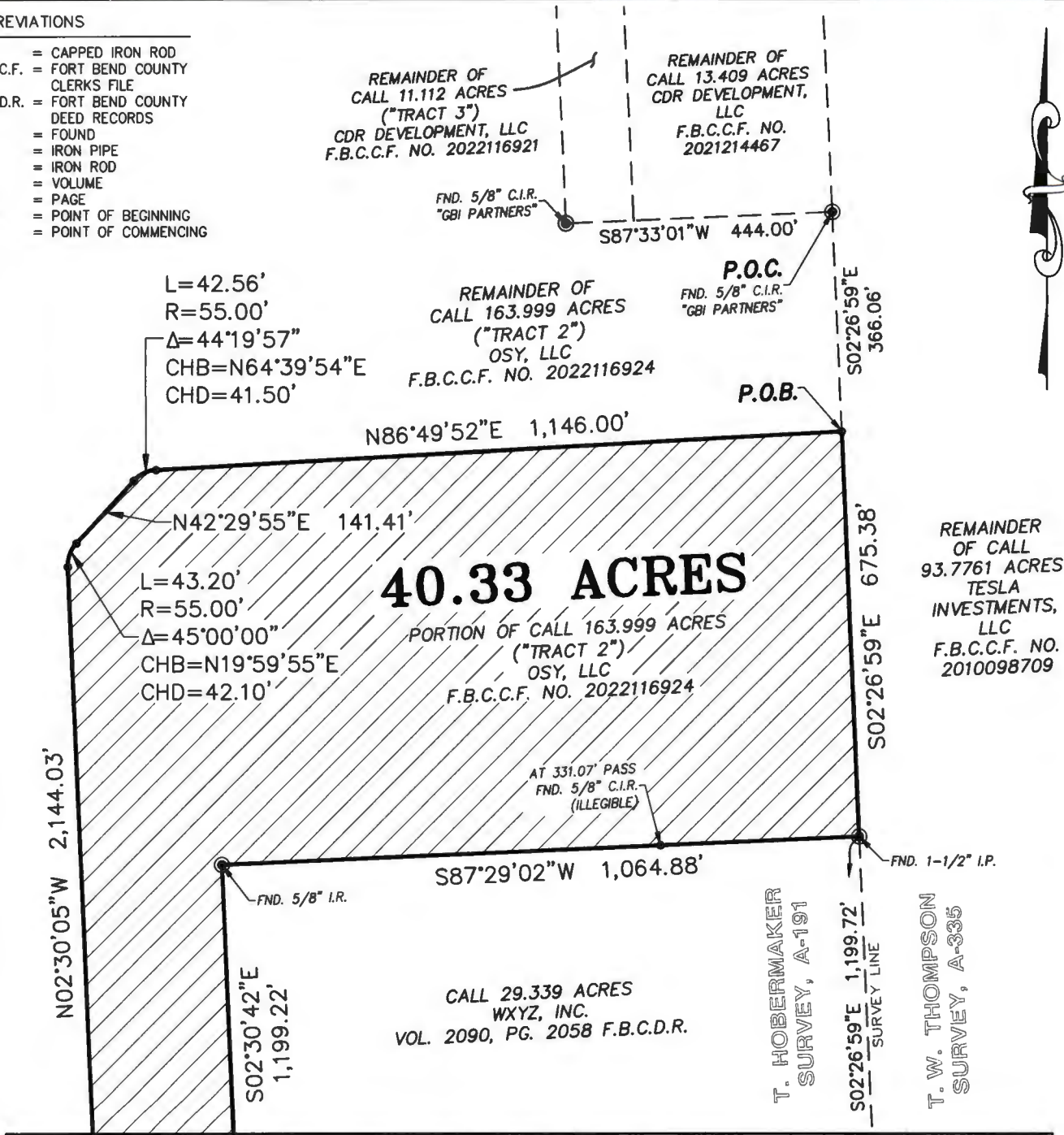
September 14, 2023

A large, stylized handwritten signature in black ink, likely belonging to Kyle B. Duckett, positioned to the left of the official seal.

ABBREVIATIONS

C.I.R. = CAPPED IRON ROD
 F.B.C.C.F. = FORT BEND COUNTY
 CLERKS FILE
 F.B.C.D.R. = FORT BEND COUNTY
 DEED RECORDS
 FND. = FOUND
 I.P. = IRON PIPE
 I.R. = IRON ROD
 VOL. = VOLUME
 PG. = PAGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCING

Scale: 1" = 250'



MATCHLINE - SEE PAGE 5 OF 5

NOTES:

1. Bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations.
2. This is an exhibit only. There may be other matters of record not shown.
3. See Pages 1-3 of 5 Pages for metes and bounds description.

EXHIBIT

40.33 ACRES

LOCATED IN THE T. HOBERMAKER SURVEY, A-191
 FORT BEND COUNTY, TEXAS

EXHIBIT F



GBI PARTNERS

4724 VISTA ROAD TBP&S FIRM #10130300
 PASADENA, TX 77505 GBISurvey@GBISurvey.com
 PHONE: 281-499-4539 www.GBISurvey.com

SCALE: 1" = 250'

JOB NO. 235601

DATE: 09/14/2023

CREW CHIEF: B.S.

FIELD BOOK: 22057

DWG.: 23-529EX

MATCHLINE - SEE PAGE 4 OF 5

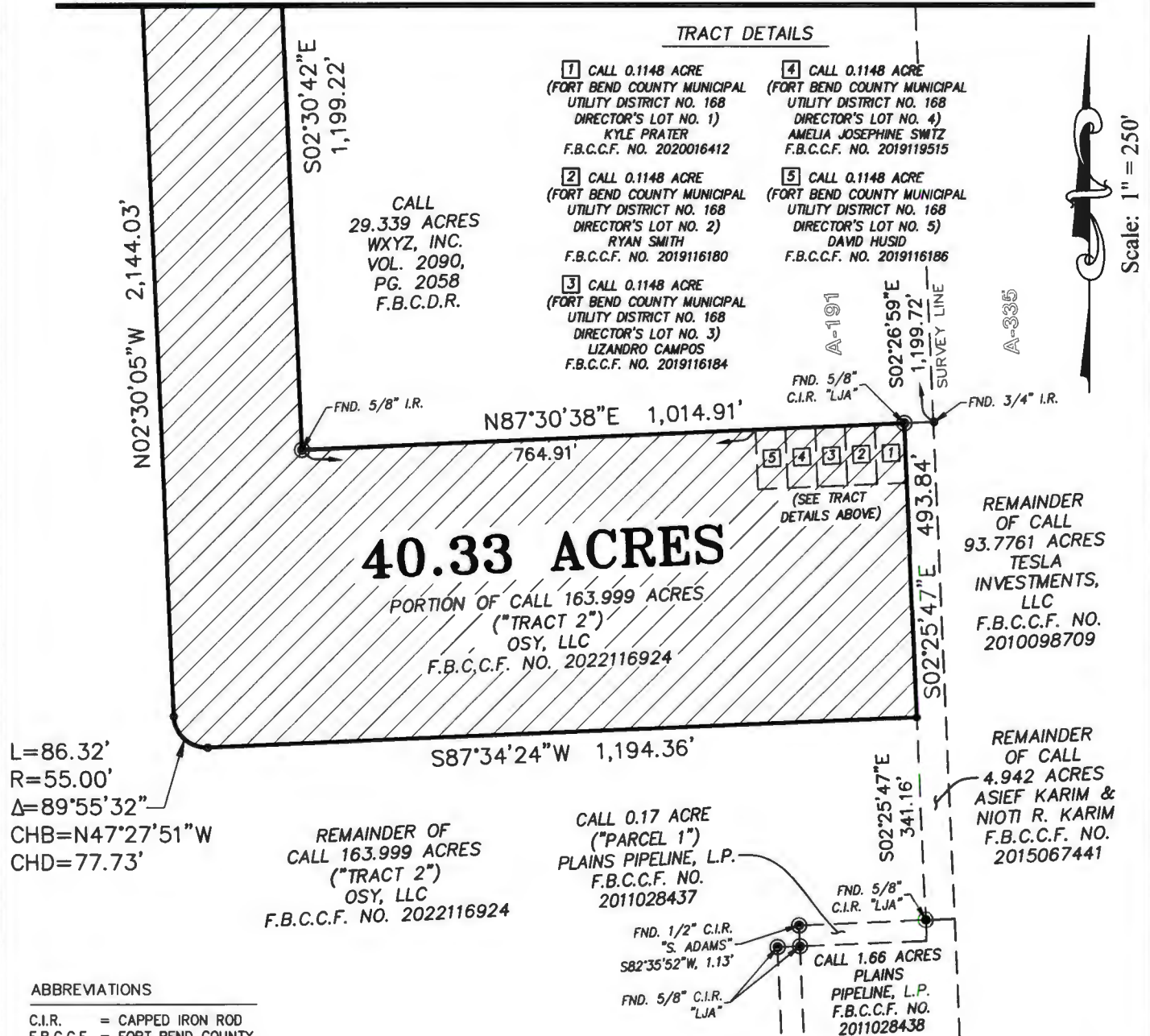


EXHIBIT F

EXHIBIT

40.33 ACRES

LOCATED IN THE T. HOBERMAKER SURVEY, A-191
FORT BEND COUNTY, TEXAS

GBI PARTNERS

4724 VISTA ROAD TBP&S FIRM #10130300
PASADENA, TX 77505 GBSurvey@GBISurvey.com
PHONE: 281-499-4539 www.GBISurvey.com

SCALE: 1" = 250'

JOB NO. 235601

DATE: 09/14/2023

CREW CHIEF: B.S.

FIELD BOOK: 22057

DWG.: 23-529EX

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
0.5578 ACRES (24,299 SQ. FT.)
OUT OF CALLED 163.999 ACRE TRACT
T. HOBERMAKER SURVEY, A-191
FORT BEND COUNTY, TEXAS

Being a tract or parcel of land containing a total of 0.5578 acres (24,299 square feet), more less, situated in the T. Hobermaker Survey, Abstract No. 191, in Fort Bend County, Texas, said 0.5578 acre tract being out of that certain tract called 163.999 acres conveyed to OSY, LLC by special warranty deed dated September 8, 2022, recorded in Fort Bend County Clerk's File No. 2022116924, of the Official Public Records of Fort Bend County, Texas, said 0.5578 acre parcel being more particularly described by metes and bounds as follows (with all bearings referenced to the Texas Coordinate System, South Central Zone, NAD '83):

COMMENCING at a 5/8-inch iron rod with a Tejas cap (X=3,087,563.21; Y=13,777,177.96; surface, feet) found in the existing southerly right-of-way line of F. M. 2234 (width varies) as widened in Fort Bend County Clerk's File No. 2015094417 and 2015104000, at its intersect with the existing easterly line right-of-way line Chimney Rock Road as described in Fort Bend County Clerk's File No. 2018083553, being the most northerly northwest corner of said 163.999 acre tract;

THENCE, in a southwesterly direction, a distance of 31.16 feet along the existing easterly right-of-way line of said Chimney Rock Road, being the westerly line of said 163.999 acre tract, following the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 71°24'38" (Ch=S32°42'27"W, 29.18 feet) to a 5/8-inch iron rod with a Tejas cap found for a point of tangency;

THENCE South 02°59'52" East, along the existing easterly right-of-way line of said Chimney Rock Road (100 feet wide), being the westerly line of said 163.999 acre tract, a distance of 850.65 feet to 5/8-inch iron rod with a Tejas cap found for a southwesterly corner of said 163.999 acre tract and an interior corner in said easterly right-of-way line;

THENCE North 87°00'08" East, along the existing easterly right-of-way line of said Chimney Rock Road and a southerly line of said 163.999 acre tract, a distance of 25.00 feet to the to 5/8-inch iron rod with a Tejas cap found on the existing easterly right-of-way line of Chimney Rock Road (150 feet wide), being an interior corner of said 163.999 acre tract;

THENCE South 02°59'52" East, along the existing easterly right-of-way line of said Chimney Rock Road (150 feet wide), being the westerly line of said 163.999 acre tract, a distance of 8.05 feet to 5/8-inch iron rod with a Tejas cap found for a point of curvature;

THENCE, in a southerly direction, a distance of 428.29 feet along the existing easterly right-of-way line of said Chimney Rock Road, being the westerly line of said 163.999 acre tract, following the arc of a curve to the right, having a radius of 2075.00 feet and a central angle of $11^{\circ}49'34''$ (Ch= $S02^{\circ}54'55''W$, 427.53 feet) to a 5/8-inch iron rod with a Tejas cap set for the POINT OF BEGINNING (X=3,087,595.57; Y=13,775,870.21; surface, feet) and northwest corner of the herein described 0.5578 acre parcel;

THENCE South $83^{\circ}59'05''$ East, crossing said 163.999 acre tract, a distance of 480.80 feet to the northeast corner of the herein described parcel in the west line of a called 40.33 acre Proposed Detention Easement, from which a 5/8-inch iron rod with a Tejas cap set for reference in the west line of that certain tract called 9.550 acre existing Detention Easement as described in Fort Bend County Clerk's File No. 2020102880, bears $S83^{\circ}59'05''E$, 237.36 feet;

THENCE South $02^{\circ}30'05''$ East, crossing said 163.999 acre tract along the westerly line of said 40.33 acre Proposed Detention Easement, a distance of 50.56 feet to the southeast corner of the herein described parcel;

THENCE North $83^{\circ}59'05''$ West, crossing said 163.999 acre tract, a distance of 491.35 feet to the 5/8-inch iron rod with a Tejas cap set on the existing easterly right-of-way line of Chimney Rock Road (150 feet wide) for the southwest corner of the herein described parcel;

THENCE, in a northerly direction, a distance of 50.09 feet along the existing easterly right-of-way line of said Chimney Rock Road (150 feet wide), being the westerly line of said 163.999 acre tract, following the arc of a curve to the left, having a radius of 2075.00 feet and a central angle of $01^{\circ}23'00''$ (Ch= $N09^{\circ}31'12''E$, 50.09 feet) to the POINT OF BEGINNING and containing 0.5578 acres (24,299 square feet) of land, more or less.

Note: This description is accompanied by a plat of survey of even date herewith. All iron rods set with Tejas caps are stamped with "RPLS 4079".

All distances and coordinates shown hereon are surface. To convert to grid, divide by a scale factor = 1.00013.

TEJAS SURVEYING
Firm No. 10194739
Ph: 281 240-9099
Job No. 61-1501-2023 Parcel 17(E)



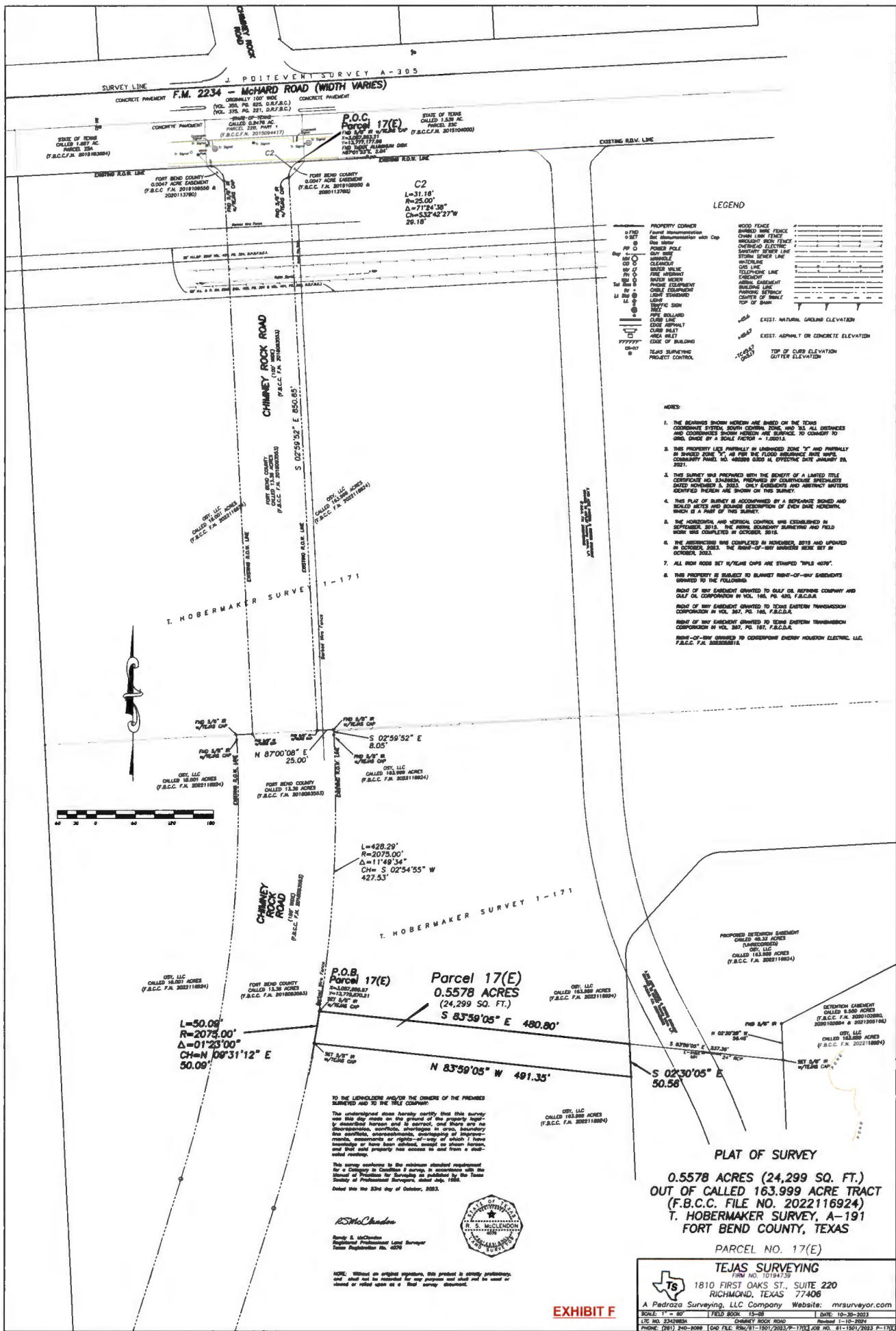


Exhibit "G"
Description of Right of Way Dedication to County

[See attached following this cover page]

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
0.5065 ACRES (22,063 SQ. FT.)
OUT OF CALLED 18.001 ACRE TRACT
T. HOBERMAKER SURVEY, A-191
FORT BEND COUNTY, TEXAS

Being a tract or parcel of land containing a total of 0.5065 acres (22,063 square feet), more less, situated in the T. Hobermaker Survey, Abstract No. 191, in Fort Bend County, Texas, said 0.5065 acre tract being out of that certain tract called 18.001 acres conveyed to OSY, LLC by special warranty deed dated September 8, 2022, recorded in Fort Bend County Clerk's File No. 2022116924, of the Official Public Records of Fort Bend County, Texas, said 0.5065 acre parcel being more particularly described by metes and bounds as follows (with all bearings referenced to the Texas Coordinate System, South Central Zone, NAD '83):

BEGINNING at a 5/8-inch iron rod with a Tejas cap (X=3,087,429.18; Y=13,777,170.99; surface, feet) found in the existing southerly right-of-way line of F. M. 2234 (width varies) as widened in Fort Bend County Clerk's File No. 2015094417 at its intersect with the existing westerly line right-of-way line of Chimney Rock Road as described in Fort Bend County Clerk's File No. 2018083553, being the most northerly northeast corner of said 18.001 acre tract and the herein described 0.5065 acre parcel;

THENCE, in a southeasterly direction, a distance of 31.31 feet along the existing westerly right-of-way line of said Chimney Rock Road, following the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 71°45'53" (Ch=S38°52'48"E, 29.31 feet) to a 5/8-inch iron rod with a Tejas cap found for a point of tangency;

THENCE South 02°59'52" East along the existing west right-of-way line of said Chimney Rock Road (100 feet wide), a distance of 850.65 feet to 5/8-inch iron rod with a Tejas cap found for an interior corner in said existing westerly right-of-way line of Chimney Rock Road, being also the southeast corner of said 18.001 acre tract and the herein described parcel;

THENCE South 87°00'08" West, along the existing westerly right-of-way line of said Chimney Rock Road and a southerly line of said 18.001 acre tract, a distance of 25.00 feet to the to 5/8-inch iron rod with a Tejas cap found for a northwesterly corner on the existing westerly right-of-way line of Chimney Rock Road (150 feet wide), being an interior corner of said 18.001 acre tract and the southwest corner of the herein described parcel;

THENCE North 02°59'52" West, crossing said 18.001 acre tract along the proposed westerly right-of-way line of said Chimney Rock Road, a distance of 849.39 feet to 5/8-inch iron rod with a Tejas cap set for an angle point;

THENCE North 47°59'15" West, crossing said 18.001 acre tract along the proposed westerly right-of-way line of said Chimney Rock Road, a distance of 35.37 feet to 5/8-inch iron rod with a Tejas cap set in the southerly right-of-way line of said F. M. 2234 as widened in Fort Bend County Clerk's file No. 2015103684, for the northwest corner of the herein described parcel;

THENCE North 87°01'23" East along the southerly right-of-way line of said F.M. 2234 and the northerly line of said 18.001 acre tract, a distance of 32.83 feet to the POINT OF BEGINNING and containing 0.5065 acres (22,063 square feet) of land, more or less.

Note: This description is accompanied by a plat of survey of even date herewith. All iron rods set with Tejas caps are stamped with "RPLS 4079".

All distances and coordinates shown hereon are surface. To convert to grid, divide by a scale factor = 1.00013.

TEJAS SURVEYING
Firm No. 10194739
Ph: 281 240-9099
Job No. 61-1501-2023 Parcel 15



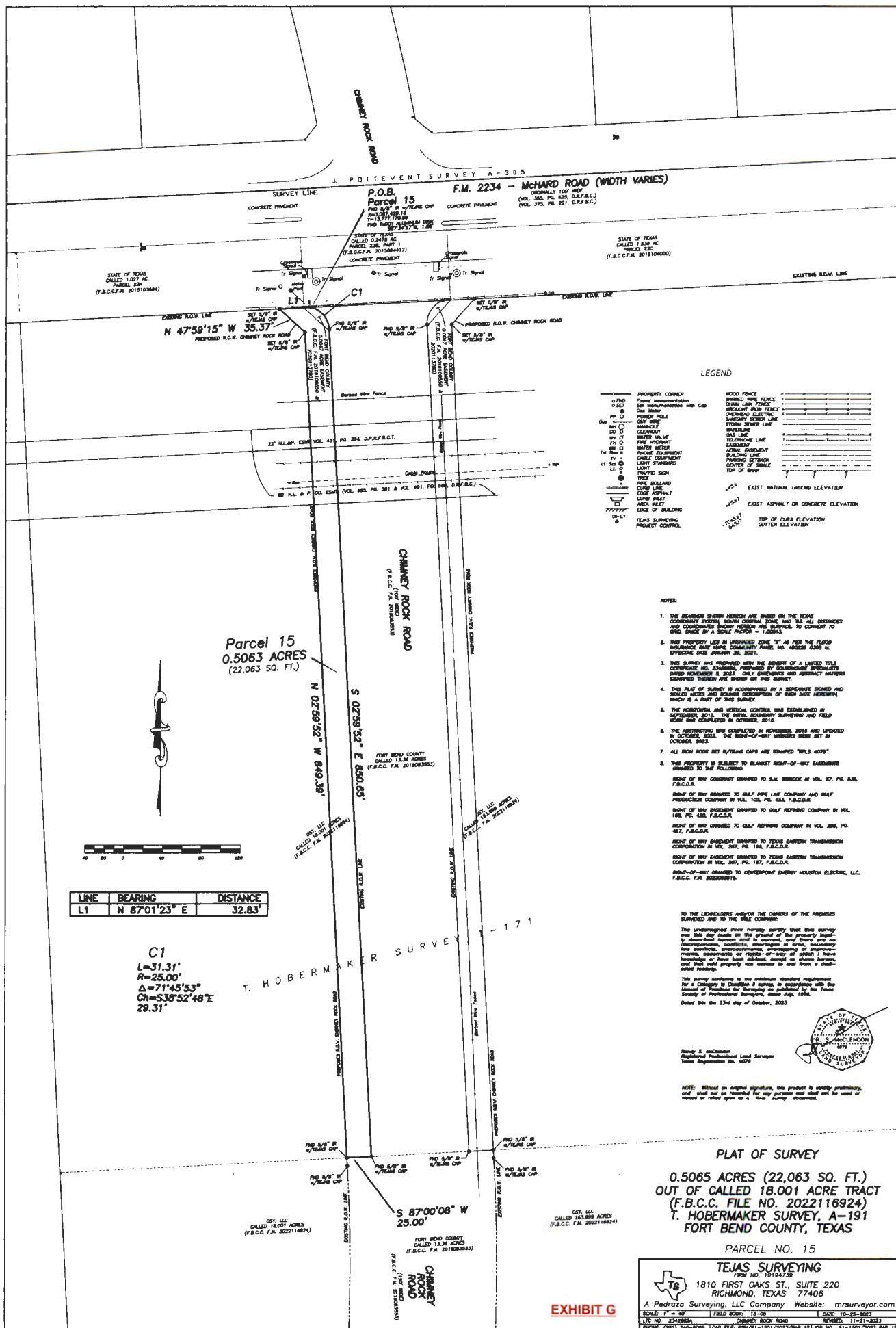


EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
0.5065 ACRES (22,062 SQ. FT.)
OUT OF CALLED 163.999 ACRE TRACT
T. HOBERMAKER SURVEY, A-191
FORT BEND COUNTY, TEXAS

Being a tract or parcel of land containing a total of 0.5065 acres (22,062 square feet), more less, situated in the T. Hobermaker Survey, Abstract No. 191, in Fort Bend County, Texas, said 0.5065 acre tract being out of that certain tract called 163.999 acres conveyed to OSY, LLC by special warranty deed dated September 8, 2022, recorded in Fort Bend County Clerk's File No. 2022116924, of the Official Public Records of Fort Bend County, Texas, said 0.5065 acre parcel being more particularly described by metes and bounds as follows (with all bearings referenced to the Texas Coordinate System, South Central Zone, NAD '83):

BEGINNING at a 5/8-inch iron rod with a Tejas cap (X=3,087,563.21; Y=13,777,177.96; surface, feet) found in the existing southerly right-of-way line of F. M. 2234 (width varies) as widened in Fort Bend County Clerk's File No. 2015094417 and 2015104000, at its intersect with the existing easterly line right-of-way line Chimney Rock Road as described in Fort Bend County Clerk's File No. 2018083553, being the most northerly northwest corner of said 163.999 acre tract and the herein described 0.5065 acre parcel;

THENCE North 87°01'23" East along the southerly right-of-way line of said F.M. 2234 and the northerly line of said 163.999 acre tract, a distance of 32.96 feet to a 5/8-inch iron rod with a Tejas cap set for the most northerly cut-back corner on the proposed easterly right-of-way line of said Chimney Rock Road, for the northeast corner of the herein described parcel;

THENCE South 42°00'46" West, crossing said 163.999 acre tract along the proposed easterly right-of-way line of said Chimney Rock Road, a distance of 35.34 feet to a 5/8-inch iron rod with a Tejas cap set for an angle point in the proposed easterly right-of-way line of said Chimney Rock Road (150 feet wide);

THENCE South 02°59'52" East, crossing said 163.999 acre tract along the proposed easterly right-of-way line of said Chimney Rock Road, a distance of 849.35 feet to 5/8-inch iron rod with a Tejas cap found for a northeast corner of the existing easterly right-of-way line of Chimney Rock Road, being an interior corner of said 163.999 acre tract and the southeast corner of the herein described parcel;

THENCE South 87°00'08" West, along the existing easterly right-of-way line of said Chimney Rock Road and a southerly line of said 163.999 acre tract, a distance of 25.00 feet to the to 5/8-

inch iron rod with a Tejas cap found on the existing easterly right-of-way line of Chimney Rock Road (100 feet wide), being a southwesterly corner of said 163.999 acre tract and the herein described parcel;

THENCE North 02°59'52" West, along the existing easterly right-of-way line of said Chimney Rock Road, being the westerly line of said 163.999 acre tract, a distance of 850.65 feet to 5/8-inch iron rod with a Tejas cap found for a point of curvature;

THENCE, in a northeasterly direction, a distance of 31.16 feet along the existing easterly right-of-way line of said Chimney Rock Road, being the westerly line of said 163.999 acre tract, following the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 71°24'38" (Ch=N32°42'27"E, 29.18 feet) to the POINT OF BEGINNING and containing 0.5065 acres (22,062 square feet) of land, more or less.

Note: This description is accompanied by a plat of survey of even date herewith. All iron rods set with Tejas caps are stamped with "RPLS 4079".

All distances and coordinates shown hereon are surface. To convert to grid, divide by a scale factor = 1.00013.

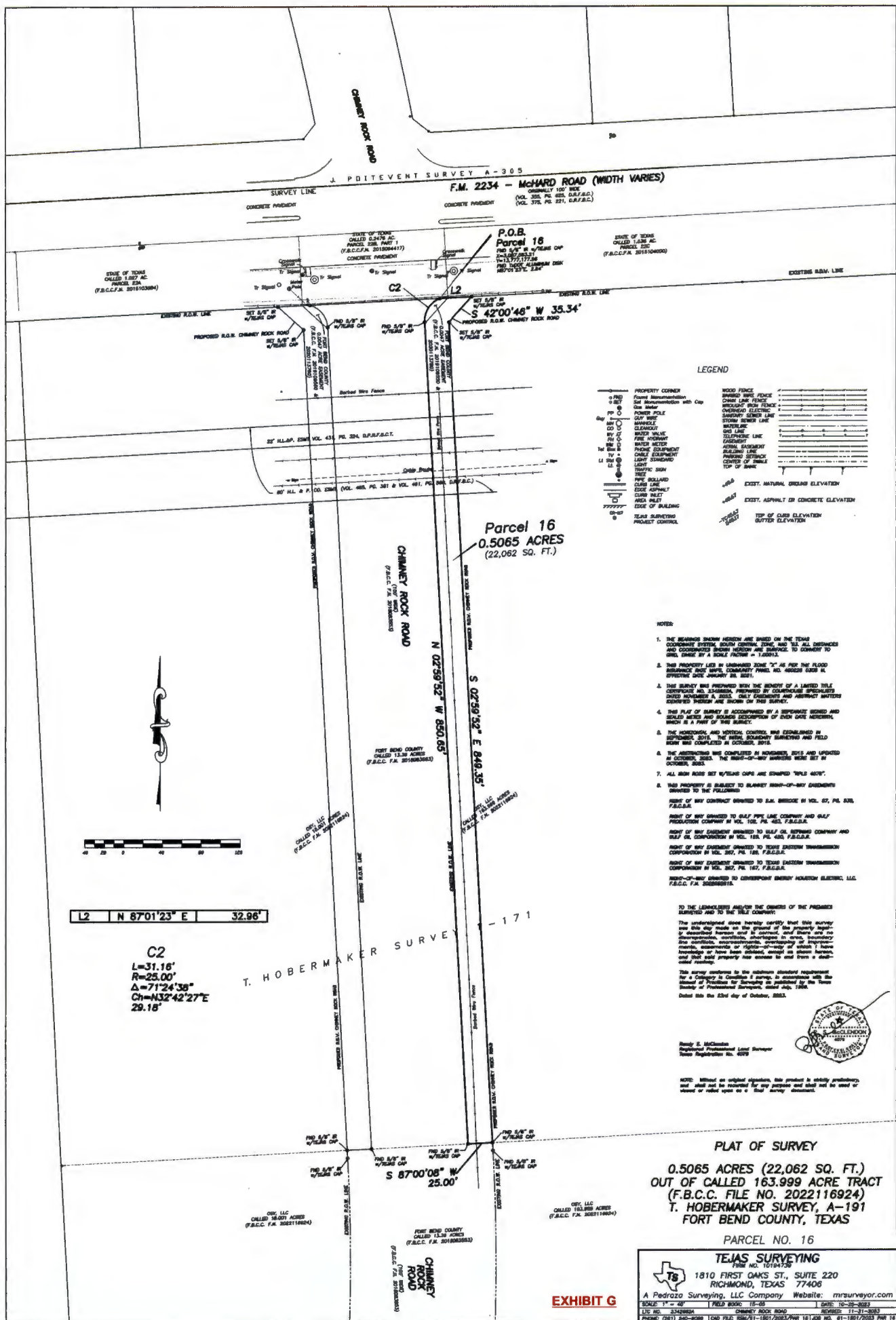
TEJAS SURVEYING

Firm No. 10194739

Ph: 281 240-9099

Job No. 61-1501-2023 Parcel 16



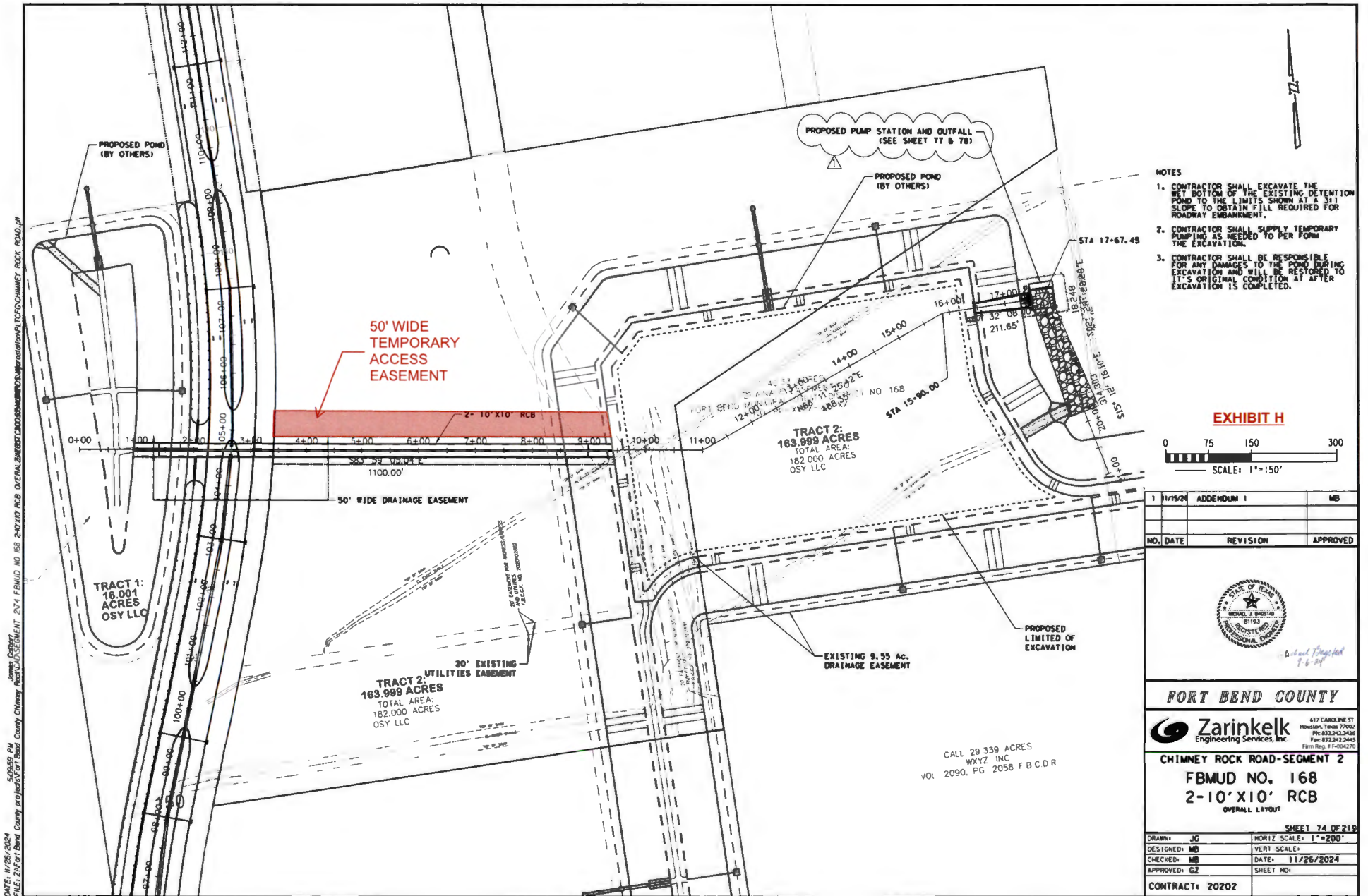


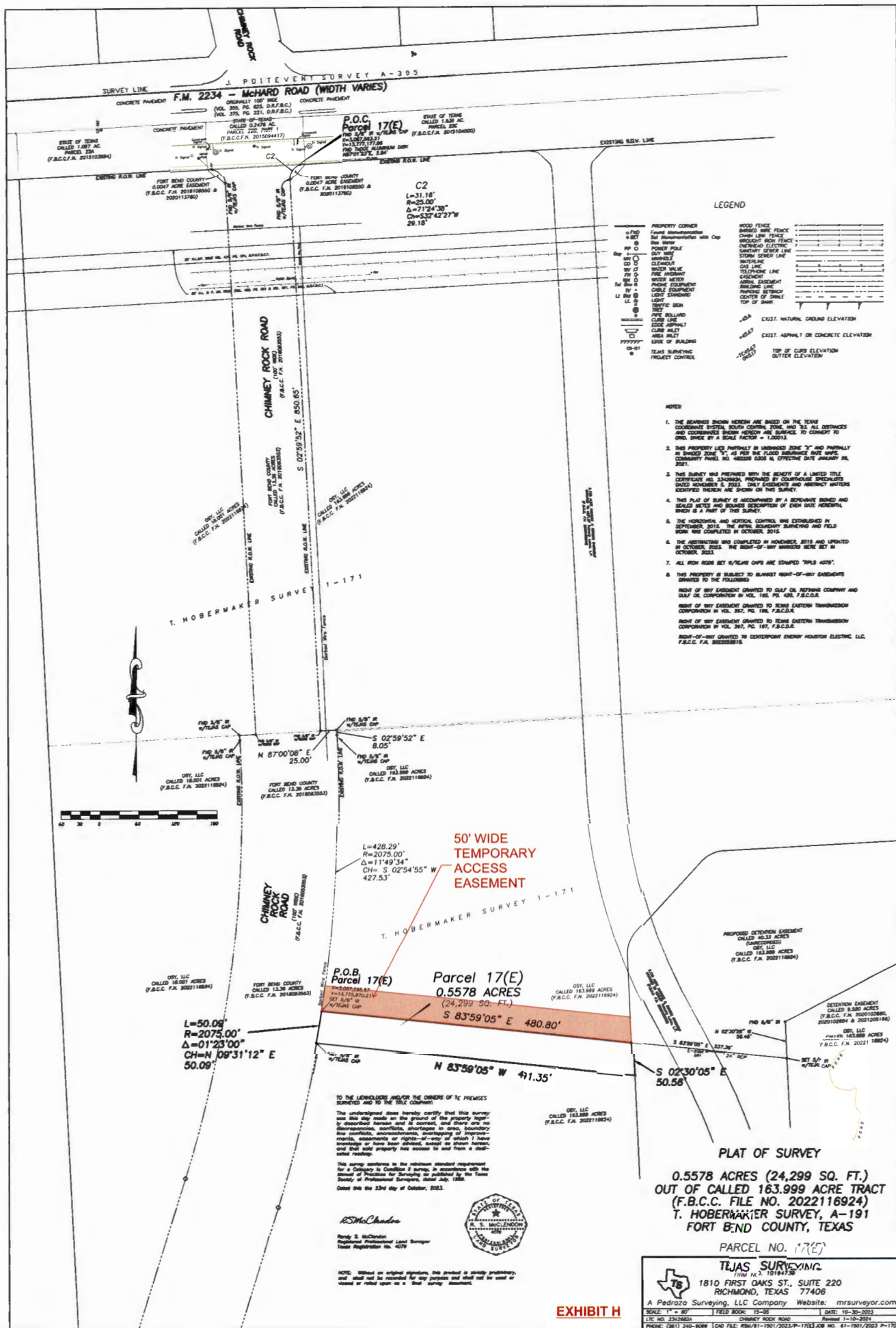
**Exhibit “H”
Temporary Access Easement**

[See attached following this cover page]

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photocopy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.





FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

March 14, 2025 04:32:07 PM



FEE: \$0.00

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