



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 12 Fee: \$ 60.00

**PARK EASEMENT
(2.486 Acres)**

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

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

THAT RIVERPARK WEST PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 121, a political subdivision of the State of Texas its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of park facilities and any other improvements, amenities and appurtenances related thereto (collectively, the "Facilities") on, across, along, under, over, upon, and through that certain tract of land located in Fort Bend County, Texas, containing 2.486 acres, as more particularly described in Exhibit A and shown on Exhibit B, both attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantor and Grantee hereby acknowledge and agree that the Facilities will be constructed for use by the public. Once construction is complete, the Easement Tract, including the Facilities located thereon, shall be open to the public, subject to designated operating hours and any other rules and regulations that may be adopted by Grantee from time to time.

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities on, across, along, under, over, upon, and through the Easement Tract and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times

after doing any work in connection with the Easement, restore the surface of the Easement Tract (other than the Facilities) as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor shall not, without the prior written consent of Grantee, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade within the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor or Grantor's successors and assigns.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public

Records of Fort Bend County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Fort Bend County, Texas.

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

Grantee's address is c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

[Signature pages follow this page.]

EXECUTED this 11 day of November, 2022.

GRANTOR:

RIVERPARK WEST PROPERTY OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

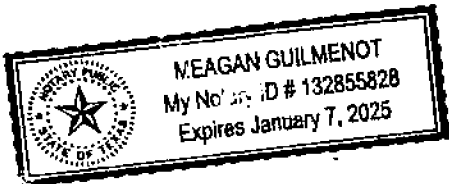
By: Armando De Hoyos
Name: Armando De Hoyos
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 11 day of November, 2022, by Armando De Hoyos President of RIVERPARK WEST PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

(NOTARY SEAL)


[Signature]
Notary Public, State of Texas



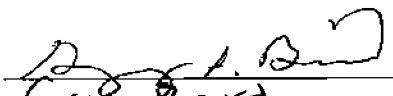
EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 121

By: 
Name: Donald Lucas
Title: Vice President

ATTEST:

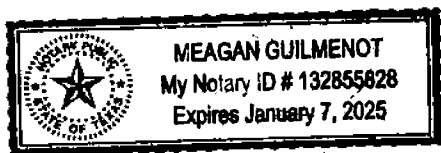
By: 
Name: Greg Baird
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 13 day of October, 2022, by Donald Lucas, vice president, and Greg Baird, Secretary of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 121, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)


Notary Public, State of Texas



Attachments:

Exhibit A - Description of the Easement Tract

Exhibit B - Sketch of the Easement Tract

After recording, please return to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department

Exhibit A – Description of the Easement Tract

September 7, 2022
Job No. LJAS001-1639-0001

DESCRIPTION OF
PARK EASEMENT
2.486 ACRES

Being 2.486 acres of land located in the Jane H. Long League, Abstract 55, Fort Bend County, Texas, more particularly being a portion of Reserve "C" of Riverpark West Section Five Amending Plat, a subdivision of record in Slide Number 2111A, of the Plat Records of said Fort Bend County (F.B.C.P.R.), said Reserve "C" being conveyed to Riverpark West Property Owners Association, by instrument of record in File Number 2004126740, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), said 2.486 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to Riverpark West Section Five Amending Plat);

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" marking the southwest corner of said Reserve "C", same being on the northeasterly right-of-way line of Richmond Parkway (F.K.A. Williams Way Boulevard), same being on a southeasterly line of Riverpark West Section Two, a subdivision of record in Slide Number 2056B, F.B.C.P.R.

Thence, North 42° 50' 12" East, departing the north line of said Richmond Parkway (F.K.A. Williams Way Boulevard), along the common line of said Reserve "C" and said Riverpark West Section Two, 429.15 feet to a point for corner, same being the southeast corner of Lot 30, Block 1, of said Riverpark West Section Two;

Thence, North 37° 11' 23" East, continuing along said common line, 10.65 feet to a point for corner, same being the most northerly corner of said Reserve "C", and the southwest corner of Lot 69, Block 2, of said Riverpark West Section Five Amending Plat;

Thence, South 60° 28' 38" East, along the northeasterly line of said Reserve "C", 268.11 feet to a point for corner on the arc of a curve on the westerly line of Madera Canyon Lane;

2.486 Acre

September 7, 2022
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Thence, with the common line of the easterly line of said Reserve "C" and the westerly right-of-way line of said Madera Canyon Lane, 155.19 feet along the arc of a non-tangent curve to the left, having a radius of 320.00 feet, a central angle of $27^{\circ} 47' 14''$, and a chord which bears South $04^{\circ} 11' 17''$ East, 153.68 feet to a point for corner, same being the northeast corner of Lot 66, of said Block 2;

Thence, South $71^{\circ} 59' 16''$ West, departing said common line, along a southerly line of said Reserve "C" 123.55 feet to a point for corner, same being a northwesterly corner of Lot 65, Block 2;

Thence, South $28^{\circ} 41' 51''$ West, along an easterly line of said Reserve "C", 132.07 feet to a point for corner, same being the most westerly corner of Lot 64, Block 2;

Thence, South $17^{\circ} 41' 59''$ East, continuing along said Reserve "C", 182.09 feet to a point for corner, same being the southeast corner of said Reserve "C", and the southwest corner of Lot 63, Block 2, of said Riverpark West Section Five Amending Plat;

Thence, North $88^{\circ} 54' 06''$ West, along the southerly line of said Reserve "C", 183.56 feet to a point for corner on the arc of a curve of the northeasterly line of the aforementioned Richmond Parkway (F.K.A. Williams Way Boulevard), same being on the southwesterly line of said Reserve "C";

Thence, with said northeasterly and southwesterly line, 34.03 feet along the arc of a non-tangent curve to the left, having a radius of 2060.00 feet, a central angle of $00^{\circ} 56' 47''$, and a chord which bears North $34^{\circ} 33' 21''$ West, 34.03 feet to a point for corner;

Thence, over and across said Reserve "C", the following twenty two (22) courses;

1. North $41^{\circ} 28' 24''$ East, departing said northeasterly and southwesterly line, 155.46 feet to a point for corner;

2.486 Acre

September 7, 2022
Job No. LJAS001-1639-0001

2. North $47^{\circ} 13' 07''$ West, 31.71 feet to a point for corner;
3. North $12^{\circ} 07' 31''$ East, 4.89 feet to a point for corner;
4. North $42^{\circ} 52' 19''$ East, 43.64 feet to a point for corner, the beginning of a curve;
5. 20.89 feet along the arc of a non-tangent curve to the right, having a radius of 5.00 feet, a central angle of $239^{\circ} 21' 14''$, and a chord which bears North $42^{\circ} 30' 49''$ East, 8.69 feet to a point for corner;
6. North $42^{\circ} 50' 19''$ East, 39.45 feet to a point for corner, the beginning of a curve;
7. 73.59 feet along the arc of a non-tangent curve to the left, having a radius of 34.26 feet, a central angle of $123^{\circ} 03' 26''$, and a chord which bears North $42^{\circ} 50' 12''$ East, 60.24 feet to a point for corner;
8. North $42^{\circ} 50' 12''$ East, 39.45 feet to a point for corner, the beginning of a curve;
9. 13.04 feet along the arc of a non-tangent curve to the right, having a radius of 5.00 feet, a central angle of $149^{\circ} 22' 18''$, and a chord which bears North $01^{\circ} 50' 57''$ West, 9.64 feet to a point for corner;
10. North $47^{\circ} 15' 20''$ West, 144.59 feet to a point for corner, the beginning of a curve;

2.486 Acre

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11. 7.79 feet along the arc of a non-tangent curve to the right, having a radius of 5.00 feet, a central angle of $89^{\circ} 14' 35''$, and a chord which bears South $60^{\circ} 30' 40''$ West, 7.02 feet to a point for corner, the beginning of a curve;
12. 42.15 feet along the arc of a non-tangent curve to the right, having a radius of 55.63 feet, a central angle of $43^{\circ} 24' 36''$, and a chord which bears South $69^{\circ} 05' 37''$ West, 41.15 feet to a point for corner, the beginning of a curve;
13. 13.40 feet along the arc of a non-tangent curve to the right, having a radius of 8.00 feet, a central angle of $95^{\circ} 59' 53''$, and a chord which bears South $80^{\circ} 12' 51''$ West, 11.89 feet to a point for corner, the beginning of a curve;
14. 48.51 feet along the arc of a non-tangent curve to the left, having a radius of 46.11 feet, a central angle of $60^{\circ} 16' 16''$, and a chord which bears South $42^{\circ} 50' 14''$ West, 46.30 feet to a point for corner, the beginning of a curve;
15. 13.39 feet along the arc of a non-tangent curve to the right, having a radius of 8.00 feet, a central angle of $95^{\circ} 56' 01''$, and a chord which bears South $05^{\circ} 25' 23''$ West, 11.88 feet to a point for corner, the beginning of a curve;
16. 42.34 feet along the arc of a non-tangent curve to the right, having a radius of 57.69 feet, a central angle of $42^{\circ} 03' 12''$, and a chord which bears South $16^{\circ} 21' 31''$ West, 41.40 feet to a point for corner, the beginning of a curve;
17. 15.62 feet along the arc of a non-tangent curve to the right, having a radius of 5.00 feet, a central angle of $179^{\circ} 01' 02''$, and a chord which bears South $73^{\circ} 24' 35''$ West, 10.00 feet to a point for corner;
18. South $42^{\circ} 52' 21''$ West, 43.64 feet to a point for corner;

2.486 Acre

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19. South $73^{\circ} 38' 18''$ West, 4.85 feet to a point for corner;
20. North $47^{\circ} 12' 53''$ West, 37.29 feet to a point for corner;
21. North $42^{\circ} 41' 44''$ West, 74.11 feet to a point for corner;
22. South $43^{\circ} 18' 27''$ West, 118.77 feet to a point for corner on the arc of a curve, on the common line of the southwesterly line of the aforementioned Reserve "C" and the northeasterly line of the aforementioned Richmond Parkway (F.K.A. Williams Way Boulevard);

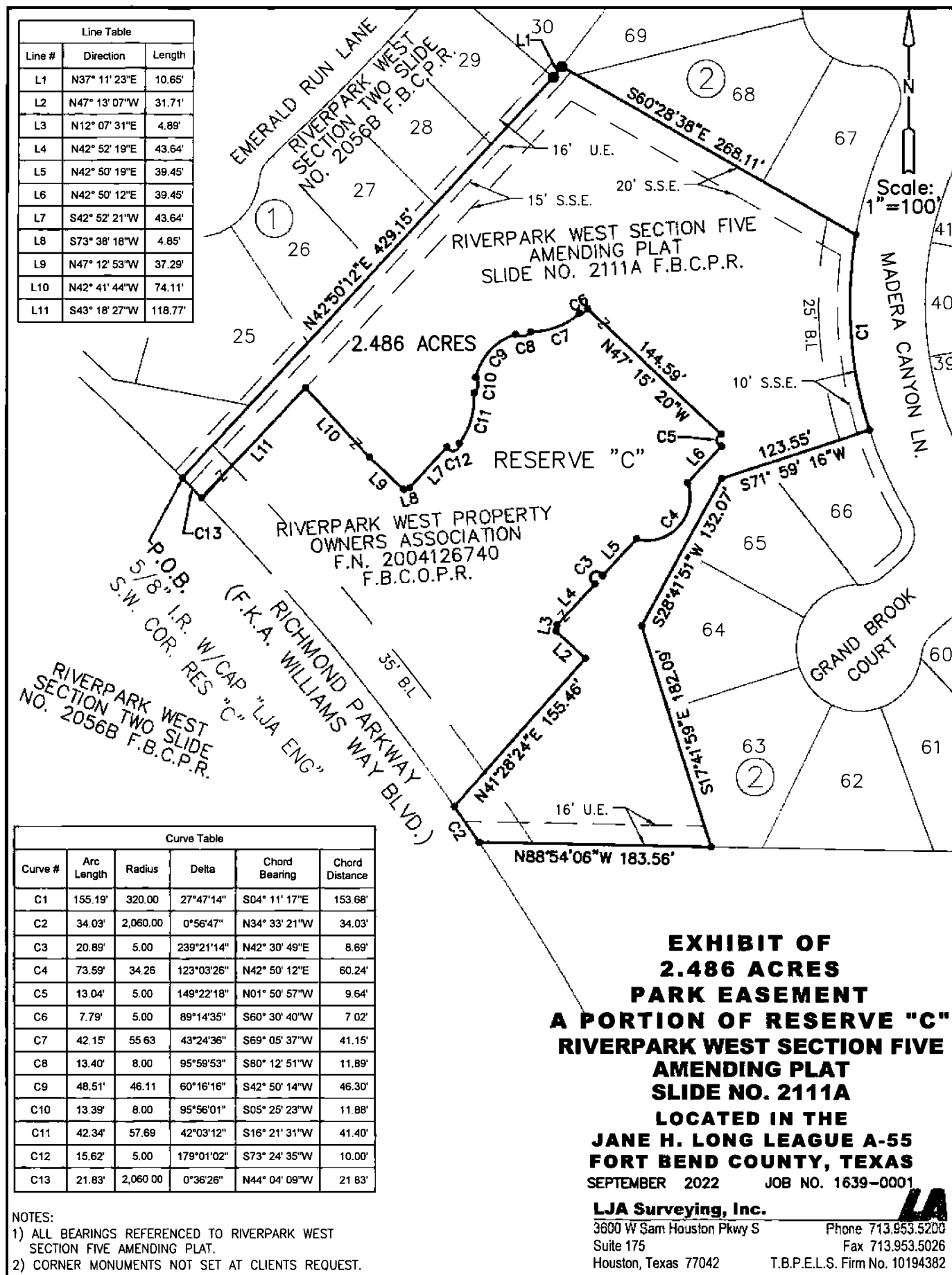
Thence, with said common line, 21.83 feet along the arc of a non-tangent curve to the left, having a radius of 2060.00 feet, a central angle of $00^{\circ} 36' 26''$, and a chord which bears North $44^{\circ} 04' 09''$ West, 21.83 feet to the POINT OF BEGINNING and containing 2.486 acres of land.

Corner monuments not set at the client's request.



LJA Surveying, Inc.

Exhibit B – Sketch of the Easement Tract



Line Table		
Line #	Direction	Length
L1	N37° 11' 23"E	10.65'
L2	N47° 13' 07"W	31.71'
L3	N12° 07' 31"E	4.89'
L4	N42° 52' 19"E	43.64'
L5	N42° 50' 19"E	39.45'
L6	N42° 50' 12"E	39.45'
L7	S42° 52' 21"W	43.64'
L8	S73° 38' 18"W	4.85'
L9	N47° 12' 53"W	37.29'
L10	N42° 41' 44"W	74.11'
L11	S43° 18' 27"W	118.77'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	155.19'	320.00	27°47'14"	S04° 11' 17"E	153.68'
C2	34.03'	2,060.00	0°56'47"	N34° 33' 21"W	34.03'
C3	20.89'	5.00	239°21'14"	N42° 30' 49"E	8.69'
C4	73.59'	34.26	123°03'26"	N42° 50' 12"E	60.24'
C5	13.04'	5.00	149°22'18"	N01° 50' 57"W	9.64'
C6	7.79'	5.00	89°14'35"	S60° 30' 40"W	7.02'
C7	42.15'	55.63	43°24'36"	S69° 05' 37"W	41.15'
C8	13.40'	8.00	95°58'53"	S80° 12' 51"W	11.89'
C9	48.51'	46.11	60°16'16"	S42° 50' 14"W	46.30'
C10	13.39'	8.00	95°56'01"	S05° 25' 23"W	11.88'
C11	42.34'	57.69	42°03'12"	S16° 21' 31"W	41.40'
C12	15.62'	5.00	179°01'02"	S73° 24' 35"W	10.00'
C13	21.83'	2,060.00	0°36'26"	N44° 04' 09"W	21.83'

**EXHIBIT OF
2.486 ACRES
PARK EASEMENT
A PORTION OF RESERVE "C"
RIVERPARK WEST SECTION FIVE
AMENDING PLAT
SLIDE NO. 2111A
LOCATED IN THE
JANE H. LONG LEAGUE A-55
FORT BEND COUNTY, TEXAS**

SEPTEMBER 2022 JOB NO. 1639-0001

LJA Surveying, Inc.
3600 W Sam Houston Pkwy S
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

NOTES:
1) ALL BEARINGS REFERENCED TO RIVERPARK WEST SECTION FIVE AMENDING PLAT.
2) CORNER MONUMENTS NOT SET AT CLIENTS REQUEST.