



**Council Agenda Item
October 5, 2020**

10. ORDINANCES

- (a) Consider an ordinance directing the mayor to release the City of Missouri City's interest in a drainage easement located north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement. *(Proposed presenter: Director of Public Works Shashi Kumar)*
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Cover memo – **Provided 10.02.2020**

Ordinance – **Provided 10.02.2020**



CITY COUNCIL AGENDA ITEM COVER MEMO

October 5, 2020

To: Mayor and City Council
Agenda Item: 10(a) Consider an ordinance directing the Mayor to release the City of Missouri City's interest in a drainage easement located north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement.
Submitted by: Shashi K. Kumar, P.E., Director of Public Works and City Engineer

SYNOPSIS

This item was brought to the City's attention by LJA Engineering, and allows the City Council to authorize the partial abandonment of a drainage easement granted to the City in 2015. The subject drainage easement is located in the Fort Bend Business Park north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement. The City's drainage needs will be met by the provision of a new drainage easement.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live.

BACKGROUND

On or about March 27, 2015, FLC Parkway, LP, a property owner in the City of Missouri City, recorded an approximately 19.945 acre drainage easement and conveyed it to the City for the construction, installation, placement, maintenance, operation, protection, inspection, repair, replacement or removal of drainage improvements, channels, structures and ditches as shown in the attached Exhibit A.

To accommodate a new proposed development project in the vicinity, the Engineer (LJA) has proposed to re-locate and reconfigure this original 19.945 acres easement to serve the drainage purpose stated above. The property owner now proposes to convey a new approximately 23.44 acres drainage easement as shown in Exhibit B. Upon conveyance of this new 23.44 acres drainage easement, a portion of the easement tracts constituting the existing 19.945 acres easement, as shown in Exhibit A will no longer be necessary and is therefore proposed to be abandoned.

In consideration and as a condition of this abandonment of the 19.945-acre easement (Exhibit A), the property owner will convey a drainage easement in writing (approximately 23.44 acres), substantially similar to the form provided in Exhibit "B" of the ordinance. This abandonment shall not be effective unless and until this dedication is completed as herein provided

City's Engineering staff have reviewed and approved a drainage analysis that supports the need for the new 23.44 acres drainage easement and also verified that the existing drainage easement as shown under Exhibit "A" can now to be abandoned.

BUDGET ANALYSIS

Funds are not being requested at this time.

SUPPORTING MATERIALS

1. Abandonment Ordinance
2. Exhibit A - Partial Abandonment of the 19.945 Acre of Easement Tract
3. Exhibit B – Proposed Drainage Easement (23.44 Acres)

STAFF'S RECOMMENDATION

Staff recommends that the Council direct the mayor to release the City of Missouri City's interest in a drainage easement located north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement as shown in Exhibit A.

Director Approval:

Shashi K. Kumar, P.E.

**Assistant City Manager/
City Manager Approval:**

Bill Atkinson

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, PROVIDING FOR THE PARTIAL ABANDONMENT OF AN APPROXIMATE 19.95-ACRE DRAINAGE EASEMENT IN THE CITY OF MISSOURI CITY, TEXAS; PROVIDING FOR THE PARTIAL ABANDONMENT THEREOF TO FLC PARKWAY, LP, A TEXAS LIMITED PARTNERSHIP; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT, RELEASE, AND RELINQUISHMENT; PROVIDING FOR THE ACCEPTANCE OF A NEW DRAINAGE EASEMENT TO THE CITY OF MISSOURI CITY; RATIFYING THE ABANDONMENT OF A RELATED DRAINAGE EASEMENT; AND PROVIDING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City Council of the City of Missouri City (the City), acting pursuant to Chapter 253 of the Texas Local Government Code, and upon the request of FLC Parkway, LP, a Texas Limited Partnership, hereinafter referred to as Grantee, deems it advisable to abandon, release, and relinquish any and all of its rights, title and interests as to that portion of a drainage easement dated March 27, 2015, recorded under Clerk's File No. 2015102992 in the Official Public Records of Fort Bend County, consisting of approximately 19.95 acres, as the same is more particularly described in and shown on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Abandoned Easement Tract"); and

WHEREAS, the City finds that, subject to the terms and conditions provided, said Abandoned Easement Tract in no longer needed for public use, and same should be abandoned and released to Grantee, as hereinafter stated; and

WHEREAS, the City Council of the City of Missouri City seeks to ratify the conveyance of that certain abandoned drainage easement consisting of a 2.70-acre tract dated July 15, 2019, recorded under Clerk's File No. 2019085907 in the Official Public Records of Fort Bend County, Texas; and

WHEREAS, the City Council of the City of Missouri City is of the opinion that the best interest and welfare of the public will be served by abandoning the Abandoned Easement Tract, subject to the terms and conditions more fully set forth below; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That the tract of land described in Exhibit "A," which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, released, and

relinquished, insofar as the right, title and interest of the public are concerned; subject, however, to the conditions hereinafter more fully set forth in this Ordinance.

Section 2. That the City of Missouri City hereby releases the City's interests in the property described in Exhibit "A" as is, and hereby directs the Mayor to execute the conveyance and provide such document to the Grantee.

Section 3. That upon the date of any permitted development on the property in Exhibit "A," Grantee accepts the terms, provisions, and conditions of this Ordinance.

Section 4. That the abandonment provided for herein is made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

Section 5. That the terms and conditions contained in this ordinance shall be binding upon Grantee, its heirs, successors and assigns.

Section 6. That the abandonment, release, and relinquishment provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the governing body of the City of Missouri City may legally and lawfully abandon, release, and relinquish.

Section 7. That in consideration and as a condition of this abandonment, release, and relinquishment herein, Grantee shall convey a drainage easement in writing, substantially similar to the form provided in Exhibit "B," attached hereto and made a part hereof for all purposes, to the City of Missouri City, on or about the effective date of this Ordinance. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above described property as set forth shall render this Ordinance null and void and of no further effect.

Section 8. That at such time as the instrument described in Section 7 above is executed and delivered to the City of Missouri City, reviewed by the City Attorney and signed by the Mayor; thereafter, the City Secretary is authorized and directed to record said instrument in the official real property records of the county in which the subject property is located; and the recorded instrument shall be forwarded to the City Secretary for permanent record

Section 9. That both the City and Grantee have found that the Abandoned Easement Tract is the same or less value than the new drainage easement to be conveyed as described in Section 7 of this Ordinance. Further, as a condition of this abandonment, Grantee shall pay all publication and recording fees associated with the abandonment and acquisition of the drainage easement described in Section 7.

Section 10. Ratification. That the City Council of the City of Missouri City ratifies and confirms the conveyance of that certain Partial Abandonment of Drainage Easement

of an approximately 2.70-acre tract dated July 15, 2019, recorded under Clerk's File No. 2019085907 in the Official Public Records of Fort Bend County, Texas. The City, with the consent of FLC Parkway, previously released, relinquished and abandoned all of its rights, title and interests in and to the 2.70-acre easement tract, as well as any of the facilities located thereon.

Section 11. That this Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Missouri City, and it is accordingly so ordained.

PASSED and APPROVED on first reading this ____ day of October 2020.

PASSED, APPROVED and ADOPTED on second and final reading this ____ day of October 2020.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

PARTIAL ABANDONMENT OF DRAINAGE EASEMENT
(19.945 Acres)

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

RECITALS:

- A. Pursuant to that certain Drainage Easement (the "Drainage Easement") dated March 27, 2015, recorded under Clerk's File No. 2015102992 in the Official Public Records of Fort Bend County, Texas, FLC PARKWAY, LP, a Texas limited partnership ("FLC Parkway"), conveyed to the CITY OF MISSOURI CITY, a home-rule municipality (the "City"), a perpetual easement (the "Easement") for the construction, installation, placement, maintenance, operation, protection, inspection, repair, replacement or removal of drainage improvements, channels, structures, and ditches (collectively, the "Facilities") over, along, across and under those three (3) certain tracts of land located in Fort Bend County, Texas, containing 19.945 acres (the "19.945 Acre Easement Tract"), 2.702 acres (the "2.702 Acre Easement Tract"), and 9.569 acres (the "9.569 Acre Easement Tract"), respectively, and more particularly described in the Drainage Easement (the 19.945 Acre Easement Tract, the 2.702 Acre Easement Tract and the 9.569 Acre Easement Tract shall be collectively referred to herein as the "Easement Tracts").

- B. Pursuant to that certain Partial Abandonment of Drainage Easement (2.702 Acres) dated effective as of July 15, 2019, recorded under Clerk's File No. 2019085907 in the Official Public Records of Fort Bend County, Texas, the City, with the consent of FLC Parkway, previously released, relinquished and abandoned all of its rights, titles and interests in and to a portion of the Easement as to the 2.702 Acre Easement Tract, as well as any of the Facilities located thereon.

- C. The City has determined that the Easement as to that portion of the Easement Tracts constituting the 19.945 Acre Easement Tract, as the same is more particularly described in and shown on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Abandoned Easement Tract"), is no longer necessary for the purpose of accomplishing any of the purposes of the City. The City, therefore, desires to release, abandon, and relinquish any and all of its rights, title and interests in and to the Easement as to the Abandoned Easement Tract and any Facilities located thereon.

Exhibit "A"

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby RELEASE, RELINQUISH, AND FOREVER ABANDON any and all rights, title and interests in the Abandoned Easement Tract and any Facilities located thereon; provided, however, that nothing in this Partial Abandonment of Drainage Easement shall release or be deemed an abandonment of the Easement other than the Easement on the Abandoned Easement Tract, and the Easement shall remain in full force and effect as the 9.569 Acre Easement Tract.

[Signature page follows this page.]

Exhibit "A"

EXECUTED by the City on the date set forth in the acknowledgment below, but EFFECTIVE as of the ____ day of _____, 2020 (the "Effective Date").

CITY:

CITY OF MISSOURI CITY,
a Texas home-rule municipality

By: _____
Name: Yolanda Ford
Title: Mayor

ATTEST:

By: _____
Name: Maria Jackson
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Yolanda Ford, Mayor, and Maria Jackson, City Secretary of the CITY OF MISSOURI CITY, a Texas home-rule municipality, on behalf of said home-rule municipality.

(NOTARY SEAL)

Notary Public, State of Texas

Exhibit "A"

Attachment:

Exhibit A - Description and Sketch of Abandoned Easement Tract

After recording, please return to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

CONSENT OF FLC PARKWAY

FLC PARKWAY LP, being the owner of fee simple title in and to the Abandoned Easement Tract described herein, hereby consents to the City's release, abandonment, and relinquishment of any and all of the City's rights, title and interests in and to the Easement as to the Abandoned Easement Tract and any Facilities located thereon.

EXECUTED by FLC Parkway on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

FLC PARKWAY:

FLC PARKWAY LP,
a Texas limited partnership

By: Rocky Lai & Associates, Inc.,
a Texas corporation,
its General Partner

By: _____
Name: Rocky Lai
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Rocky Lai, President of Rocky Lai & Associates, Inc., a Texas corporation, General Partner of FLC PARKWAY LP, a Texas limited partnership, on behalf of said corporation and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

Exhibit "A"
Exhibit A
Description and Sketch of Abandoned Easement Tract

Exhibit "A" - Page 1 of 5

July 12, 2012
Job No. 1555-1000

**DESCRIPTION OF
19.945 ACRES (868,789 SQUARE FEET)
"DRAINAGE EASEMENT"**

Being 19.945 acres (868,789 square feet) of land located in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, being a portion of the residue of that certain called 405.8236 acre tract conveyed from Memorial Hermann Hospital System to Marhaba Partners Limited Partnership by an instrument of record under File Number 2001122130, Official Public Records, Fort Bend County, Texas (O.P.R.F.B.C.T.), said 19.945 acres (868,789 square feet) being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83);

COMMENCING for reference at the southeast corner of said 405.8236 acre tract, said point being on the north right-of-way line of Trammel Fresno Road, said point also being on the westerly line of that certain called 80-foot wide Houston Lighting and Power Company Easement of record in Volume 495, Page 659, F.B.C.D.R.;

Thence, North 16° 43' 58" East, along the northwesterly line of said 80-foot wide easement, 2,506.55 feet to the POINT OF BEGINNING of the herein described tract, the beginning of a curve;

Thence, 227.77 feet along a curve to the right having a radius of 72.50 feet, a central angle of 180° 00' 00" and a chord that bears North 73° 16' 02" West, 145.00 feet to a point for corner;

Thence, North 16° 43' 58" East, 614.67 feet to a point for corner, the beginning of a curve;

Thence, 126.34 feet along the arc of a tangent curve to the left having a radius of 362.50 feet, a central angle of 19° 58' 09" and a chord that bears North 06° 44' 53" East, 125.70 feet to a point for corner;

Thence, North 03° 14' 11" West, 96.46 feet to a point for corner;

Exhibit "A" - Page 2 of 5

19.945 Acres

July 12, 2012
Job No. 1555-1000

Thence, South 87° 10' 53" West, 1,454.23 feet to a point for corner, the beginning of a curve;

Thence, 151.67 feet along the arc of a non-tangent curve to the left having a radius of 6,014.59 feet, a central angle of 01° 26' 41" and a chord that bears North 11° 19' 33" West, 151.67 feet to a point for corner;

Thence, North 87° 10' 53" East, 1,475.57 feet to a point for corner;

Thence, North 03° 14' 11" West, 1,407.80 feet to a point for corner, the beginning of a curve;

Thence, 82.08 feet along the arc of a tangent curve to the left having a radius of 52.50 feet, a central angle of 89° 34' 56" and a chord that bears North 48° 01' 39" West, 73.98 feet to a point for corner;

Thence, South 87° 10' 53" West, 1,793.48 feet to a point for corner, the beginning of a curve;

Thence, 146.21 feet along the arc of a non-tangent curve to the right having a radius of 1950.00 feet, a central angle of 04° 17' 46" and a chord that bears North 10° 05' 23" West, 146.18 feet to a point for corner;

Thence, North 87° 10' 53" East, 1,811.98 feet to a point for corner, the beginning of a curve;

Thence, 308.79 feet along the arc of a tangent curve to the right having a radius of 197.50 feet, a central angle of 89° 34' 56" and a chord that bears South 48° 01' 39" East, 278.29 feet to a point for corner;

Exhibit "A" - Page 3 of 5

19.945 Acres

July 12, 2012
Job No. 1555-1000

Thence, South 03° 14' 11" East, 1,654.26 feet to a point for corner, the beginning of a curve;

Thence, 176.87 feet along the arc of a tangent curve to the right having a radius of 507.50 feet, a central angle of 19° 58' 07" and a chord that bears South 06° 44' 52" West, 175.98 feet to a point for corner on the northwesterly line of the aforementioned 80-foot wide easement;

Thence, South 16° 43' 58" West, along the northwesterly line of said 80-foot wide easement, 614.67 feet to the POINT OF BEGINNING and containing 19.945 acres (868,789 square feet) of land;

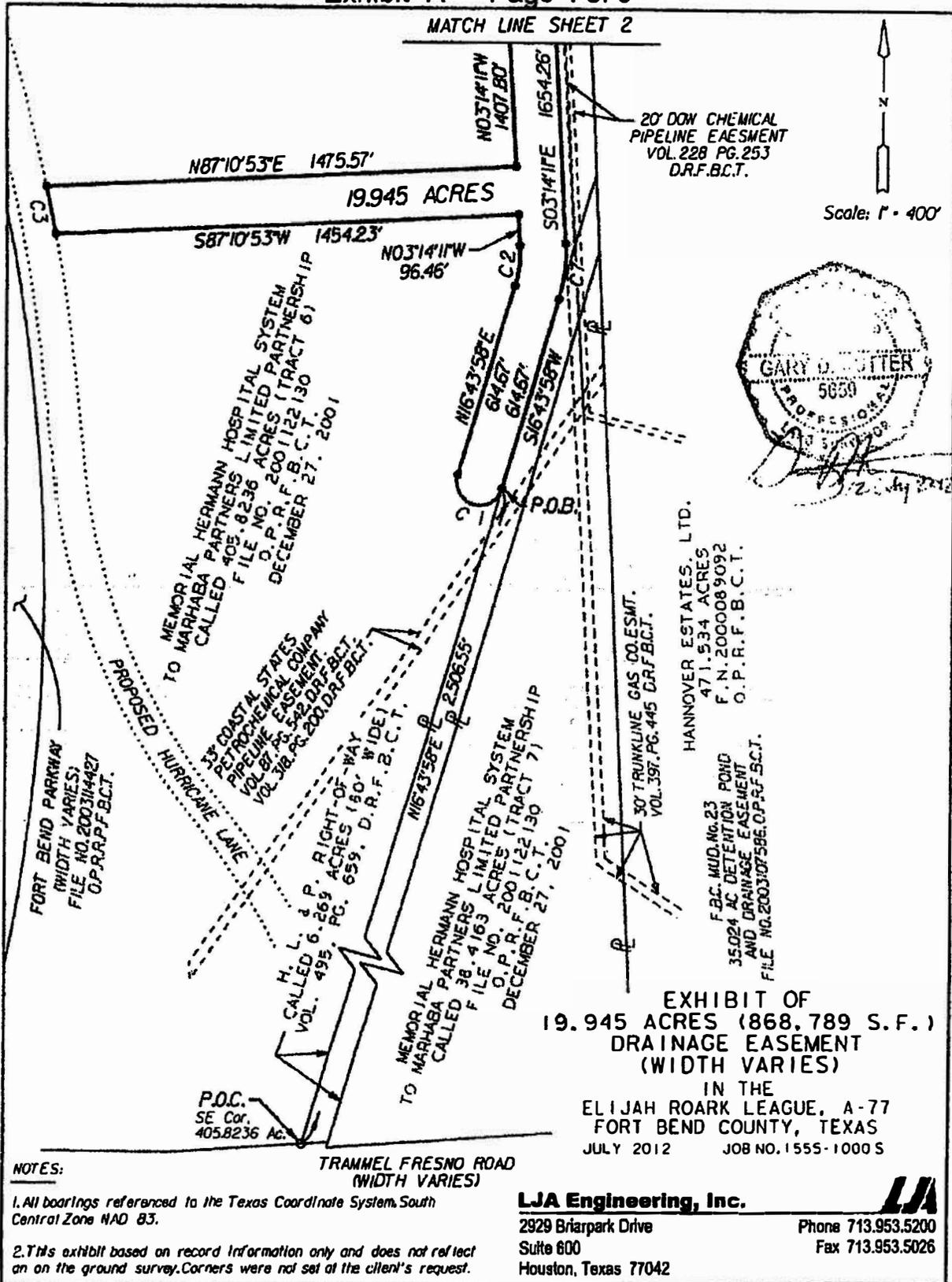
This description is based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.



Gary D. Nutter
Registered Professional Land Surveyor,
Texas Registration Number 5659
LJA Engineering, Inc.

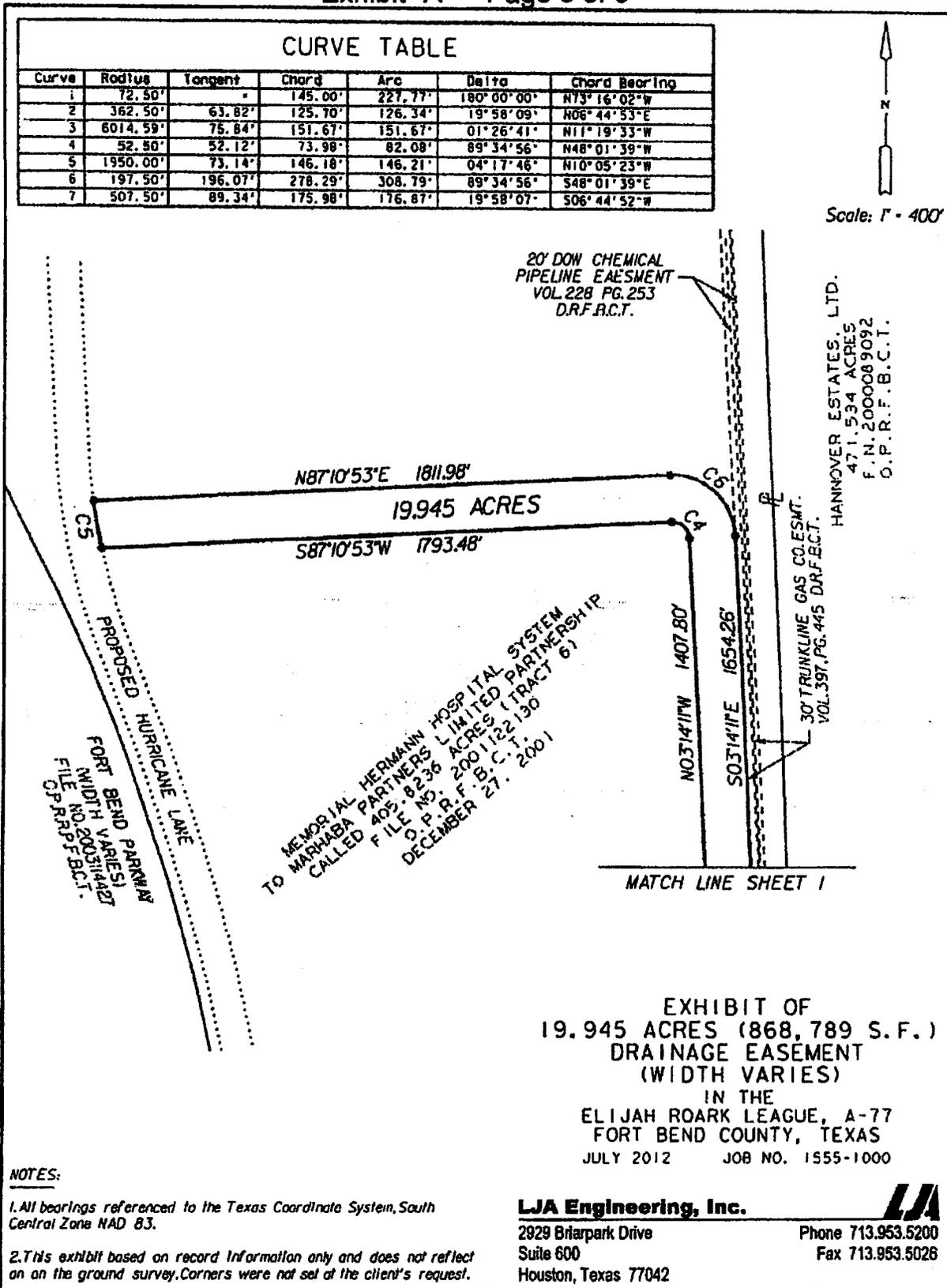


Exhibit "A" - Page 4 of 5



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7/12/2012

Exhibit "A" - Page 5 of 5



**DRAINAGE EASEMENT
(23.44 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 **FLC PARKWAY LP**, a Texas limited partnership ("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 the **CITY OF MISSOURI CITY**, a Texas home-rule municipality, 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, protection, inspection, modification, replacement, removal and operation of drainage facilities, including, without limitation, drainage improvements, channels, structures and ditches, as well as all related connections and appurtenances thereto (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 23.44 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").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities 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 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,

Exhibit "B"

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 Easement Tract for any and all purposes; provided, however, Grantor's use and enjoyment 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, unless otherwise expressly provided herein, 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 over the Facilities constructed under 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.

Notwithstanding anything in this instrument to the contrary, Grantor specifically reserves the right to construct or install the following within the Easement Tract: (A) pavement upon the surface of the Easement Tract, so long as (i) the location of same crosses the Easement Tract and is perpendicular (and not parallel) to the Facilities, and (ii) Grantor shall add expansion joints to any such pavement over the Facilities at Grantee's discretion; and (B) utility lines for dry utilities and all related connections and appurtenances (both surface and underground), so long as the location of same crosses the Easement Tract, is perpendicular (and not parallel) to the Facilities, is at a depth (with respect to any such underground utility lines for dry utilities) so as not to interfere with the Facilities, and such utility lines comport with Grantee's Public Infrastructure Design Standards (collectively, the "Permitted Improvements"). The Permitted Improvements shall not damage or otherwise unreasonably interfere with the Facilities, and Grantor shall be responsible for any such damage to the Facilities resulting from Grantor's construction, installation, operation, maintenance or repair of same. Further, Grantor shall be responsible for maintaining all such Permitted

Exhibit "B"

Improvements, at its sole cost and expense, and shall keep the same in good condition and repair.

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. The individual signing this

Exhibit "B"

instrument on behalf of Grantee represents that he/she has the requisite authority to bind Grantee.

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 1522 Texas Parkway, Missouri City, Texas 77489.

[Signature pages follow this page.]

Exhibit "B"

EXECUTED this _____ day of _____, 2020.

GRANTOR:

FLC PARKWAY LP,
a Texas limited partnership

By: Rocky Lai & Associates, Inc.,
a Texas corporation,
its General Partner

By: _____

Name: Rocky Lai

Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2020, by Rocky Lai, President of Rocky Lai & Associates, Inc., a Texas corporation, General Partner of FLC PARKWAY LP, a Texas limited partnership, on behalf of said corporation and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

Exhibit "B"

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:

CITY OF MISSOURI CITY,
a Texas home-rule municipality

By: _____
Name: Yolanda Ford
Title: Mayor

ATTEST:

By: _____
Name: Maria Jackson
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2020, by Yolanda Ford, Mayor, and Maria Jackson, City Secretary of the CITY OF MISSOURI CITY, a Texas home-rule municipality, on behalf of said home-rule municipality.

(NOTARY SEAL)

Notary Public, State of Texas

Exhibit "B"

Attachments:

Consent of Lienholder (Ft Bend Parkway-34, LP)

Exhibit A - Description of the Easement Tract

Exhibit B - Sketch of the Easement Tract

Exhibit "B"

CONSENT OF LIENHOLDER
(Ft Bend Parkway-34, LP)

FT BEND PARKWAY-34, LP, a Texas limited partnership, being the owner and holder of certain liens or other security interests (the "Security Interests") filed against the real property described in **Exhibit A** and shown on **Exhibit B**, both attached hereto (the "Easement Tract"), hereby:

- (a) Consents to the conveyance of the Drainage Easement to City of Missouri City (the "City") across, along, under, over, upon, and through the Easement Tract;
- (b) Subordinates all of its Security Interests (including, without limitation, all extensions of the Security Interests and modification agreements thereto) that encumber the Easement Tract, to the rights and interests created under the Drainage Easement; and
- (c) Acknowledges and agrees that a foreclosure of its Security Interests shall not extinguish the rights, obligations, and interests of the City created under the Drainage Easement.

EXECUTED on the date set forth in the acknowledgment below, but EFFECTIVE as of the date of Grantor's execution of the Drainage Easement.

FT BEND PARKWAY-34, LP,
a Texas limited partnership

By: Rocky Lai & Associates, Inc.,
a Texas corporation,
its General Partner

By: _____
Name: Rocky Lai
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2020, by Rocky Lai, President of Rocky Lai & Associates, Inc., a Texas corporation, General Partner of FT BEND PARKWAY-34, LP, a Texas limited partnership, on behalf of said corporation and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

Exhibit A
Description of the Easement Tract

August 19, 2020
Job No. 2088-6002

DESCRIPTION OF
23.44 ACRE
DRAINAGE EASEMENT

Being a 23.44 acre tract of land located in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, being a portion of that certain called 152.586 acre tract (Tract 1) and that certain called 116.302 acre tract (Tract 2) conveyed to FLC Parkway LP by an instrument of record under File Number 2014029789 and corrected in File Number 2014050617, of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 23.44 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83):

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the southwest corner of Reserve "C" of Fort Bend Parkway Business Park Phase 1, a subdivision of record under Plat Number 20190105 of the Plat Records of said Fort Bend County, Texas (F.B.C.P.R.) and on the east right-of-way line of Hurricane Lane (100 feet wide) as shown on said Fort Bend Parkway Business Park Phase 1;

Thence, North 87° 10' 53" East, departing the east right-of-line of said Hurricane Lane, along the south line of said Reserve "C", passing at 85.00 feet a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the southeast corner of said Reserve "C", continuing for a total distance of 136.73 feet to a point for corner, the beginning of a curve;

Thence, 668.90 feet along the arc of a non-tangent curve to the right, having a radius of 6,149.59 feet, a central angle of 06° 13' 56", and a chord which bears South 08° 43' 40" East, 668.57 feet to a point for corner;

Thence, South 05° 36' 42" East, 200.00 feet to a point for corner, the beginning of a curve;

Thence, 49.65 feet along the arc of a tangent curve to the left, having a radius of 1815.00 feet, a central angle of 01° 34' 03", and a chord which bears South 06° 23' 44" East, 49.65 feet to a point for corner;

Exhibit "B"

23.44 Acres

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Thence, North $86^{\circ} 58' 34''$ East, 1,046.25 feet to a point for corner;

Thence, North $16^{\circ} 43' 58''$ East, 573.23 feet to a point for corner, the beginning of a curve;

Thence, 126.34 feet along the arc of a tangent curve to the left, having a radius of 362.50 feet, a central angle of $19^{\circ} 58' 09''$, and a chord which bears North $06^{\circ} 44' 53''$ East, 125.70 feet to a point for corner;

Thence, North $03^{\circ} 14' 11''$ West, 1,654.26 feet to a point for corner, the beginning of a curve;

Thence, 82.08 feet along the arc of a tangent curve to the left, having a radius of 52.50 feet, a central angle of $89^{\circ} 34' 56''$, and a chord which bears North $48^{\circ} 01' 39''$ West, 73.98 feet

Thence, South $87^{\circ} 10' 53''$ West, 1,793.48 feet to a point for corner on the east right-of-way line of the Hurricane Lane as described in that certain called 15.307 acre tract (Part Two) conveyed to City of Missouri City by an instrument of record under File Number 2015102991, F.B.C.O.P.R.;

Thence, along said east right-of-way line and 146.21 feet along the arc of a non-tangent curve to the right, having a radius of 1,950.00 feet, a central angle of $04^{\circ} 17' 46''$, and a chord which bears North $10^{\circ} 05' 23''$ West, 146.18 feet to a point for corner;

Thence, North $87^{\circ} 10' 53''$ East, departing said east right-of-way line, 2,008.04 feet to a point for corner;

Thence, South $03^{\circ} 14' 11''$ East, 1,850.33 feet to a point for corner, the beginning of a curve;

Exhibit "B"

23.44 Acres

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Thence, 176.88 feet along the arc of a tangent curve to the right, having a radius of 507.50 feet, a central angle of $19^{\circ} 58' 09''$, and a chord which bears South $06^{\circ} 44' 53''$ West, 175.98 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set in east line of the aforementioned 152.586 acre tract, common to the northwest line of that certain called 6.269 acre H.L. & P. right-of-way (80 feet wide) as described in Volume 495, Page 659, F.B.C.D.R.;

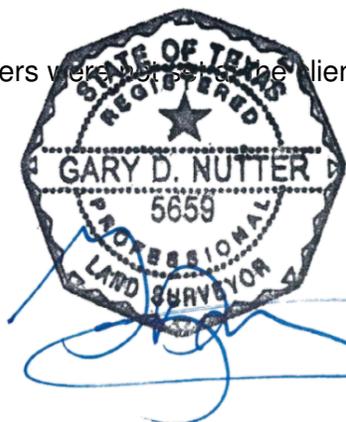
Thence, South $16^{\circ} 43' 58''$ West, along the common line of said 152.586 acre tract and said 6.269 acre Houston Lighting & Power Company right-of-way, 733.66 feet to a point for corner;

Thence, South $86^{\circ} 58' 34''$ West, departing said common line, 1,239.87 feet to a point for corner on the east right-of-way line of the aforementioned Hurricane Lane as shown on said Fort Bend Parkway Business Park Phase 1, the beginning of a curve;

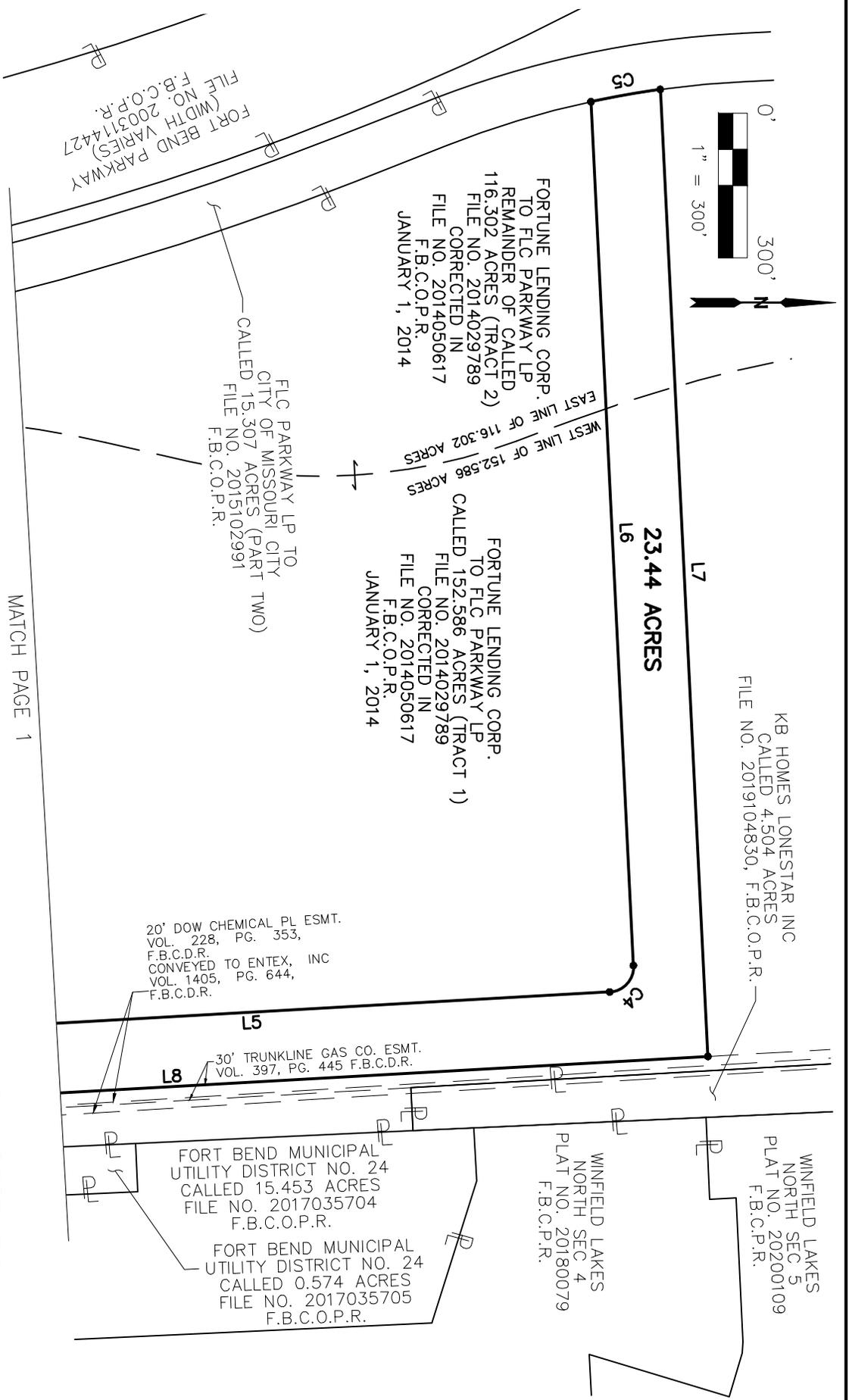
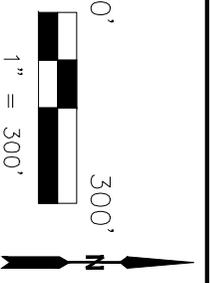
Thence, along the east right-of-way line of said Hurricane Lane the following three (3) courses:

1. 245.06 feet along the arc of a non-tangent curve to the right, having a radius of 1,950.00 feet, a central angle of $07^{\circ} 12' 02''$, and a chord which bears North $09^{\circ} 12' 43''$ West, 244.90 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for corner;
2. North $05^{\circ} 36' 42''$ West, 200.00 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for corner, the beginning of a curve;
3. 675.67 feet along the arc of a tangent curve to the left, having a radius of 6,014.59 feet, a central angle of $06^{\circ} 26' 11''$, and a chord which bears North $08^{\circ} 49' 48''$ West, 675.31 feet to the POINT OF BEGINNING and containing 23.44 acres of land.

Corners were set by the client's request.



LJA Surveying, Inc.



- NOTES:
- 1) All bearings based on the Texas Coordinate System, South Central Zone NAD 83.
 - 2) Corner monuments were not set per the client's request

LEGEND

OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS	F.B.C.O.P.R.
PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS	F.B.C.P.R.
DEED RECORDS OF FORT BEND COUNTY, TEXAS	F.B.C.D.R.
FOUND MONUMENT	○
FOUND 5/8" I.R.	"f"
W/CAP "LJA ENG"	"ps"
PREVIOUSLY SET 5/8" I.R. W/CAP "LJA SURVEY"	"P"
PROPERTY LINE	

MATCH PAGE 1

**EXHIBIT OF
23.44 ACRES
DRAINAGE EASEMENT
IN THE
ELIJAH ROARK LEAGUE, ABSTRACT 77
FORT BEND COUNTY, TEXAS**

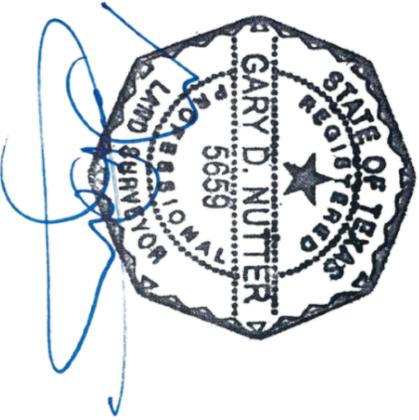
AUGUST 2020 JOB NO. 2088-6002

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T.B.P.E.L.S. Firm No. 10194382

LINE	BEARING	DISTANCE
L1	N 87°10'53" E	136.73'
L2	S 05°36'42" E	200.00'
L3	N 86°58'34" E	104.625'
L4	N 16°43'58" E	573.23'
L5	N 03°14'11" W	165.426'
L6	S 87°10'53" W	1793.48'
L7	N 87°10'53" E	2008.04'
L8	S 03°14'11" E	1850.33'
L9	S 16°43'58" W	733.66'
L10	S 86°58'34" W	1239.87'
L11	N 05°36'42" W	200.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6149.59'	668.90'	668.57'	S 08°43'40" E	06°13'56"
C2	1815.00'	49.65'	49.65'	S 06°23'44" E	01°34'03"
C3	362.50'	126.34'	125.70'	N 06°44'53" E	19°58'09"
C4	52.50'	82.08'	73.98'	N 48°01'39" W	89°34'56"
C5	1950.00'	146.21'	146.18'	N 10°05'23" W	04°17'46"
C6	507.50'	176.88'	175.98'	S 06°44'53" W	19°58'09"
C7	1950.00'	245.06'	244.90'	N 09°12'43" W	07°12'02"
C8	6014.59'	675.67'	675.31'	N 08°49'48" W	06°26'11"



NOTES:

- 1) All bearings based on the Texas Coordinate System, South Central Zone NAD 83.
- 2) Corner monuments were not set per the client's request

**EXHIBIT OF
23.44 ACRES
DRAINAGE EASEMENT
IN THE
ELIJAH ROARK LEAGUE, ABSTRACT 77
FORT BEND COUNTY, TEXAS**

AUGUST 2020 JOB NO. 2088-6002

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