

ACCESS DRIVES EASEMENT AGREEMENT

THIS ACCESS DRIVES EASEMENT AGREEMENT ("**Agreement**") is entered into by and between Fite Interests, Ltd., a Texas limited partnership ("**Fite**"), and Residences on the Parkway, LLC, a Texas limited liability company ("**Residences**"), and is effective as of August 9, 2023.

RECITALS

1. Fite is the owner of Lot 2 of City of Pearland Development Replat – The Oaks at Cullen Parkway, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in/under Brazoria County Clerk’s File No. 2023031990 of the Official Records of Brazoria County, Texas (the "**Subdivision**" and said Lot 2 being herein called the "**Fite Property**").

2. Residences is the owner of Reserve "A" and Lot 1 of the Subdivision (Lot 1 being herein called "**Lot 1**", and Reserve "A" and Lot 1 being herein jointly called the "**Residences Property**").

3. Residences desires to grant Fite easements over portions of Lot 1, and Fite desires to grant Residences an easement over portions of the Fite Property, so that driveways may be constructed and used by both Fite and Residences, their successors, assigns, tenants, agents, employees, servants and invitees, for ingress and egress to and from Cullen Parkway and Fite Road in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fite and Residences (sometimes each herein referred to as an "**Owner**" and collectively as the "**Owners**") agree as follows:

1. Grant of Easements – Cullen Drive Easement Tract.

(a) Residences hereby grants Fite, its successors and assigns, for the benefit of the Fite Property, a nonexclusive, perpetual easement upon, over and across that portion of Lot 1 which is part of the easement tract described in Exhibit A attached hereto and made a part hereof for all purposes (said easement tract being herein called the "**Cullen Drive Easement Tract**") for ingress and egress of vehicular and pedestrian traffic to and from the Fite Property to Cullen Parkway. The Cullen Drive Easement Tract is depicted on Exhibit B attached hereto and made a part hereof for all purposes.

(b) Fite hereby grants Residences, its successors and assigns, for the benefit of the Residences Property, a nonexclusive, perpetual easement upon, over and across that portion of the Fite Property which is part of the Cullen Drive Easement Tract for ingress and egress of vehicular and pedestrian traffic to and from the Residences Property to Cullen Parkway.

(c) The Cullen Driveway Easement Tract may be used by Fite and Residences, any assignee of or successor in title to Fite or Residences of all or any part of the Fite Property and the Residences Property, and the tenants, agents, employees, servants, and invitees of such parties for ingress and egress as described in this Section 1.

2. Grant of Easements – Fite Road Drive Easement Tract.

(a) Residences hereby grants Fite, its successors and assigns, for the benefit of the Fite Property, a nonexclusive, perpetual easement upon, over and across that portion of Lot 1 which is part of the easement tract described in Exhibit C attached hereto and made a part hereof for all purposes (said easement tract being herein called the “**Fite Road Drive Easement Tract**”) for ingress and egress of vehicular and pedestrian traffic to and from the Fite Property to Fite Road. The Fite Road Drive Easement Tract is depicted on Exhibit D attached hereto and made a part hereof for all purposes.

(b) Fite hereby grants Residences, its successors and assigns, for the benefit of the Residences Property, a nonexclusive, perpetual easement upon, over and across that portion of the Fite Property which is part of the Fite Road Drive Easement Tract for use as a fire lane only by vehicular and pedestrian traffic to and from the Residences Property to Fite Road.

(c) The Fite Road Driveway Easement Tract may be used by Fite and any assignee of or successor in title to Fite of all or any part of the Fite Property and the tenants, agents, employees, servants, and invitees of Fite for ingress and egress to and from the Fite Property to Fite Road.

(d) The Fite Road Driveway Easement Tract may be used by Residences solely for the purpose of providing a fire lane for the Residences Property to and from Fite Road.

3. Construction; Temporary Construction Easements.

(a) Residences at its sole cost and expense shall be responsible for the construction of the drive to be constructed in the Cullen Drive Easement Tract (such drive being the “**Cullen Drive**”) and the drive to be constructed in the Fite Road Drive Easement Tract (such drive being the “**Fite Road Drive**”), provided, however, Fite shall be responsible for any costs incurred in constructing curb cuts to Cullen Drive and Fite Road Drive connecting the Fite Property with Cullen Drive and Fite Road Drive. The construction of the Cullen Drive shall be done in such a manner to allow vehicles exiting the Residences Property onto Cullen Parkway to enter the Fite Property, by means of a left turn, through a median cut in the Cullen Drive in a location mutually

agreed to by Fite and Residences. Contemporaneously with the execution of this Agreement, Fite, Residences and Independence Title Company are entering into an Escrow and Construction Agreement (the "*Escrow Agreement*") which provides for the escrowing of funds for the construction of a portion of the Cullen Drive and the Fite Road Drive, addresses the construction of the Cullen Drive and the Fite Road Drive, and provides for a "Self-Help Right" in favor of Fite to construct the Cullen Drive and the Fite Road Drive under certain circumstances. All construction of the Cullen Drive and the Fite Road Drive shall be done in accordance with plans and specifications prepared by Residences and approved by Fite, which approval shall not be unreasonably withheld, delayed or conditioned.

(b) Residences grants Fite, its successors and assigns, for the benefit of the Fite Property, a temporary construction easement over and across the Cullen Drive Easement Tract for the purpose of constructing a curb cut and associated driveway improvements that will connect the Fite Property with the Cullen Drive to be constructed on the Cullen Drive Easement Tract and for repairing, replacing and maintaining the Cullen Drive and the Fite Road Drive.

(c) Residences grants Fite, its successors and assigns, for the benefit of the Fite Property, a temporary construction easement over and across such portions of the Residences Property as may be reasonably necessary for the purpose of constructing the Cullen Drive and the Fite Road Drive if Fite exercises its Self-Help Right under the Escrow Agreement and, if necessary, to perform Maintenance/Repair Obligations.

(d) Fite grants Residences, its successors and assigns, for the benefit of the Residences Property, a temporary construction easement over and across such portion of the Fite Property as may be reasonably necessary for the purpose of constructing the Cullen Drive and the Fite Road Drive and, if necessary, to perform Maintenance/Repair Obligations.

4. Maintenance.

(a) Cullen Drive: After completion of construction of the Cullen Drive, the owner of the Residences Property shall maintain at its sole cost and expense the Cullen Drive in a good state of condition and repair, including any replacements thereof; provided, however, the owner of the Fite Property shall be responsible for maintaining at its sole cost and expense any curb cuts and associated driveway improvements connecting drives on the Fite Property with the Cullen Drive. Any required repairs and maintenance shall be performed by the owner of the Residences Property when and as necessary as the owner of the Residences Property shall determine in its reasonable judgment.

(b) Fite Road Drive:

(i) Subject to clause (ii) below, prior to the commencement of development of the Fite Property, the then owner of the Residences Property shall repair, replace and maintain at its sole cost and expense the Fite Road Drive in a good state of condition and repair. Commencement of development" shall mean that utility work is being done on the Fite Property.

(ii) Notwithstanding the provisions of clause (i), if prior to the commencement of development of the Fite Property repair, replacement or maintenance of the Fite Road Drive is

required as the result of an “extraordinary event” caused by the then owner of the Fite Property or by the tenants, agents, employees, servants or invitees of such owner, the then owner of the Fite Property at its sole cost shall be responsible for such required repair, replacement or maintenance.

(iii) After commencement of development on the Fite Property, if repairs, replacement or maintenance are necessary to the Fite Road Drive as the result of normal wear and tear, the then owner of the Fite Property shall be responsible for same at its sole cost and expense. If repairs, replacement or maintenance are necessary to the Fite Road Drive due to an extraordinary event caused by the then owner of the Residences Property; by the tenants, agents, employees, servants or invitees of Residences; or by the use of the Fite Road Drive by the fire department, the then owner of the Residences Property at its sole cost shall be responsible for the repair, replacement or maintenance.

(c) No gate may be constructed across the Cullen Drive Easement Tract or across the Fite Road Drive Easement Tract. The owner of the Fite Property has no maintenance or other responsibilities with respect to any gate constructed by the owner of the Residences Property.

(d) If a party responsible for maintenance or repair (the “**Responsible Party**”) fails to perform its maintenance, repair or replacement obligations (the “**Maintenance/Repair Obligations**”), the other owner (the “**Notifying Party**”) shall have the right to give notice thereof to the Responsible Party. If the Maintenance/Repair Obligations are not commenced within 30 days after receipt of such notice, the Notifying Party shall have the right, at its option, to cause the Maintenance/Repair Obligations to be made, in which event the reasonable cost thereof shall be due and payable from the Responsible Party. Any payment to the Notifying Party shall be made within 30 days after demand therefore accompanied by reasonable supporting cost information, and, if not timely paid, shall bear interest until paid in full at the lesser of (1) twelve percent per annum and (2) the per annum maximum nonusurious rate permitted under Texas law (and for the purposes hereof, such rate shall be the weekly rate ceiling provided for in Chapter 303 of the Texas Finance Code, as same may be amended from time to time).

(e) The phrase “extraordinary event” as used in this Section 4 shall mean the use of the Fite Road Easement Tract in a manner other than that permitted by the terms of this Agreement or the use of the Fite Road Easement Tract for a permitted use but in a manner which constitutes willful misconduct or gross negligence.

5. Installation and Maintenance of Landscaping. Residences at its cost and expense shall be responsible for the installation and maintenance of any landscaping within or along the Cullen Drive Easement Tract and the Fite Road Drive Easement Tract required by the applicable governmental authorities per the Planned Development Ordinance for the development of the Residences Property or as may otherwise be installed by Residences.

6. Condemnation. If the Cullen Driveway Easement Tract or the Fite Road Easement Tract or any portion thereof shall be taken or condemned for any public purpose, then all proceeds from any such taking or condemnation shall belong to and be paid to the Owner in fee of such taken or condemned land. Nothing contained herein shall prevent the other Owner from presenting a claim for damages resulting from such taking or condemnation as may be

allowed by applicable law (the "*Ancillary Claim*"), provided that the Ancillary Claim shall not reduce the claim that would otherwise be payable to the Owner in fee of such taken or condemned land.

7. No Gift or Dedication; Third Party Beneficiaries.

(a) Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Fite Road Drive Easement Tract, the Cullen Drive Easement Tract, the Cullen Drive, the Fite Road Drive, the Fite Property or the Residences Property to the general public or for any public use or purpose whatsoever, it being the intention of the Owners and their successors and assigns that nothing in this Agreement shall confer upon any person, any rights or remedies under or by reason of this Agreement except as expressly set forth herein.

(b) It is understood that the Residences Property will be developed into a gated residential community (the "*Community*"). The rights and obligations of Residences under this Agreement may be assigned to and assumed by a property owners' association established for the benefit of the Community.

8. Relationship of Parties. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

9. Amendment. This Agreement and rights, privileges and benefits hereunder or pursuant hereto may be modified, amended or waived only with the prior written consent of the then current owners of the Fite Property and the Residences Property. If the rights and obligations of Residences under this Agreement are assigned to and assumed by a property owners' association, the property owners' association shall be the appropriate party, in lieu of Residences, for any such modification, amendment or waiver.

10. Obligation Runs with the Land. If during the existence of this Agreement an Owner sells or transfers all or any part of its respective ownership interest in any property described herein benefited or burdened by the easements described herein, the selling or transferring Owner shall be released and discharged from any and all obligations, responsibilities and liabilities under this Agreement accruing from and after the date of such transfer (but not prior to the date of such transfer), and such transferee, by acceptance of the sale or transfer of such interest, shall thereupon become subject to the terms and provisions of this Agreement from and after the date of such sale or transfer to the same extent as if such transferee were originally a party hereto. The rights and obligations of the parties pursuant to this Agreement shall run with the land and are binding upon and shall inure to the benefit of the legal representatives, heirs, successors and assigns of the parties hereto, including any successor in title to all or any portion of the Fite Property or the Residences Property.

11. No Deed of Trust Liens. Fite represents and warrants to Residences that there are no deed of trust liens on the Fite Property. Residences represents and warrants to Fite that there is only one deed of trust lien on the Residences Property in favor of FC-V Financial, L.P., a Delaware limited partnership.

12. Notice. Any notice, instruction or other informational document required or permitted to be given or delivered under this Agreement after the date hereof shall be in writing and shall be deemed to have been delivered (a) when delivered personally; (b) when delivered by overnight courier service for next business day delivery; or (c) two days after deposited in the United States mail, registered or certified, postage prepaid. Any notice, instruction or other informational document shall be sent to the address or addresses shown on the signature page to this Agreement or to such other address or person as may be designated by written notice delivered as set forth above.

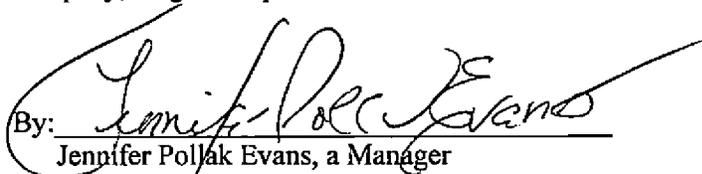
13. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof and all of which, when taken together, shall constitute a full and complete agreement. Each party hereto agrees that its signature and acknowledgment pages may be detached from any one such counterpart and attached to another counterpart of this Agreement so that there may be one counterpart containing the signature and acknowledgment pages of all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first written above.

FITE:

FITE INTERESTS, LTD., a Texas limited liability company

By: Fite Road, L.L.C., a Texas limited liability company, its general partner

By: 
Jennifer Pollak Evans, a Manager

Address for Fite:

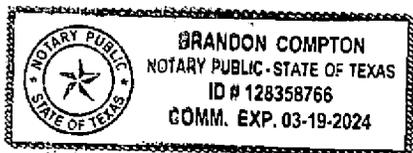
For Personal Delivery or Overnight Courier:

9525 Katy Freeway #124
Houston, TX 77024
Attention: Ms. Jennifer Pollak Evans

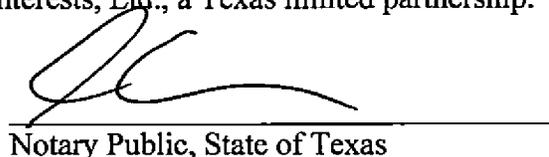
Mailing Address:
9337B Katy Freeway #377
Houston, TX 77024
Attention: Ms. Jennifer Pollak Evans

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2 day of August, 2023 by Jennifer Pollak Evans, a Manager of Fite Road, L.L.C., , a Texas limited liability company, on behalf of said limited liability company, and said limited liability company executed this instrument as the general partner on behalf of Fite Interests, Ltd., a Texas limited partnership.

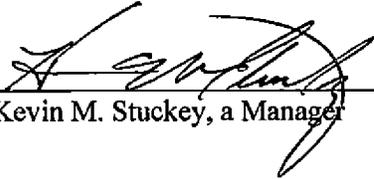


[Notary Seal]


Notary Public, State of Texas

RESIDENCES:

RESIDENCES ON THE PARKWAY, LLC, a Texas limited liability company

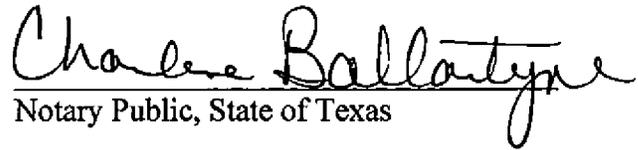
By: 
Kevin M. Stuckey, a Manager

Address for Residences:

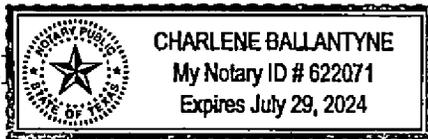
2929 Buffalo Speedway, Suite 908
Houston, Texas 77098
Attention: Mr. Kevin M. Stuckey

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of August, 2023 by Kevin M. Stuckey, a Manager of Residences on the Parkway, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

[Notary Seal



LIENHOLDER CONSENT AND SUBORDINATION

FC-V Financial, L.P., a Delaware limited liability company ("Lender"), being the present owner and holder of a lien encumbering the Residence Property created by a Deed of Trust from Residences to John M. Bonner, Trustee for the benefit of Lender to secure a loan in the original principal amount of \$ 4,278,789.00, hereby consents to the terms and provisions of this Access Drives Easement Agreement to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under said Deed of Trust or any other document executed in connection therewith or secured thereby, and subordinates the liens, security interests and assignments of said Deed of Trust and any other lien, security interest and/or assignment instruments securing said \$ 4,278,789.00 indebtedness to the rights and interests created under this Access Drives Easement Agreement, and acknowledges and agrees that a foreclosure of said liens, security interests and/or assignments shall not extinguish the rights, obligations and interests created under this Access Drives Easement Agreement.

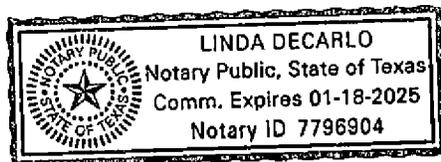
FC-V Financial, L.P., a Delaware limited partnership

By: FC-V Mgmt, LLC, a Texas limited liability company, its general partner

By: [Signature]
Name: Todd Aiken
Title: EVP

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3 day of August, 2023 by Todd Aiken, EVP of FC-V Mgmt, LLC, a Texas limited liability company, on behalf of said limited liability company, and said limited liability company executed this instrument as the general partner on behalf of FC-V Financial, L.P., a Delaware limited partnership.



[Signature]
Notary Public, State of Texas

[Notary Seal]

EXHIBIT A**LEGAL DESCRIPTION OF THE
CULLEN DRIVE EASEMENT TRACT****DESCRIPTION OF
0.2158 OF AN ACRE OR 9,399 SQ. FT.**

A TRACT OR PARCEL CONTAINING 0.2158 OF AN ACRE OR 9,399 SQ. FT. OF LAND BEING OUT OF THE RESIDUE OF A CALLED TEN(10) ACRE TRACT OF LAND DESCRIBED IN DEED TO FITE INTERESTS, LTD., AS RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2001011751, AND THE RESIDUE OF A CALLED 7.7144 ACRE TRACT OF LAND DESCRIBED IN DEED TO PHE-FITE INTEREST, LP, AS RECORDED UNDER B.C.C.F. NO. 2010018718, SITUATED IN THE H. T. & B. RR. CO. SURVEY, SEC. 21, ABSTRACT NO. 309, CITY OF PEARLAND, BRAZORIA COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF CULLEN PARKWAY (R.O.W. VARIES) AS RECORDED UNDER B.C.C.F. NO. 2004010762, AND THE NORTHERLY R.O.W. LINE OF FITE ROAD (R.O.W. VARIES) AS RECORDED UNDER PLAT NO. 2019010684, BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.);

THENCE, ALONG THE EASTERLY R.O.W. LINE OF SAID CULLEN PARKWAY, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 2,050.00 FEET, A CENTRAL ANGLE OF 07 DEG. 16 MIN. 17 SEC., AN ARC LENGTH OF 260.16 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 08 DEG. 43 MIN. 41 SEC. WEST - 259.99 FEET TO THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE HEREBY DESCRIBED TRACT;

THENCE, CONTINUING ALONG THE EASTERLY R.O.W. LINE OF SAID CULLEN PARKWAY, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 2,050.00 FEET, A CENTRAL ANGLE OF 01 DEG. 24 MIN. 01 SEC., AN ARC LENGTH OF 50.10 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 13 DEG. 03 MIN. 50 SEC. WEST - 50.10 FEET TO THE NORTHWEST CORNER OF THE HEREBY DESCRIBED TRACT;

THENCE, LEAVING THE EASTERLY R.O.W. LINE OF SAID CULLEN PARKWAY, OVER AND ACROSS SAID CALLED 7.7144 TRACT AND SAID CALLED 10 ACRE TRACT, AS FOLLOWS:

NORTHEASTERLY, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 13 DEG. 53 MIN. 27 SEC., AN ARC LENGTH OF 64.25 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 80 DEG. 36 MIN. 26 SEC. EAST - 64.09 FEET TO A POINT OF TANGENCY;

NORTH 87 DEG. 33 MIN. 10 SEC. EAST, A DISTANCE OF 50.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 60 DEG. 02 MIN. 08 SEC., AN ARC LENGTH OF 20.96 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 57 DEG. 32 MIN. 06 SEC. EAST - 20.01 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREBY DESCRIBED TRACT;

NORTH 87 DEG. 26 MIN. 52 SEC. EAST, A DISTANCE OF 62.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

SOUTHWESTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 90 DEG. 07 MIN. 11 SEC., AN ARC LENGTH OF 94.37 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 42 DEG. 29 MIN. 34 SEC. WEST - 84.94 FEET TO A POINT OF TANGENCY;

SOUTH 87 DEG. 33 MIN. 10 SEC. WEST, A DISTANCE OF 70.28 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

SOUTHWESTERLY, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 14 DEG. 39 MIN. 13 SEC., AN ARC LENGTH OF 54.99 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 80 DEG. 13 MIN. 33 SEC. WEST - 54.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.2158 OF AN ACRE OR 9,399 SQ. FT. OF LAND.

EXHIBIT B

DEPICTION OF THE CULLEN DRIVE EASEMENT TRACT

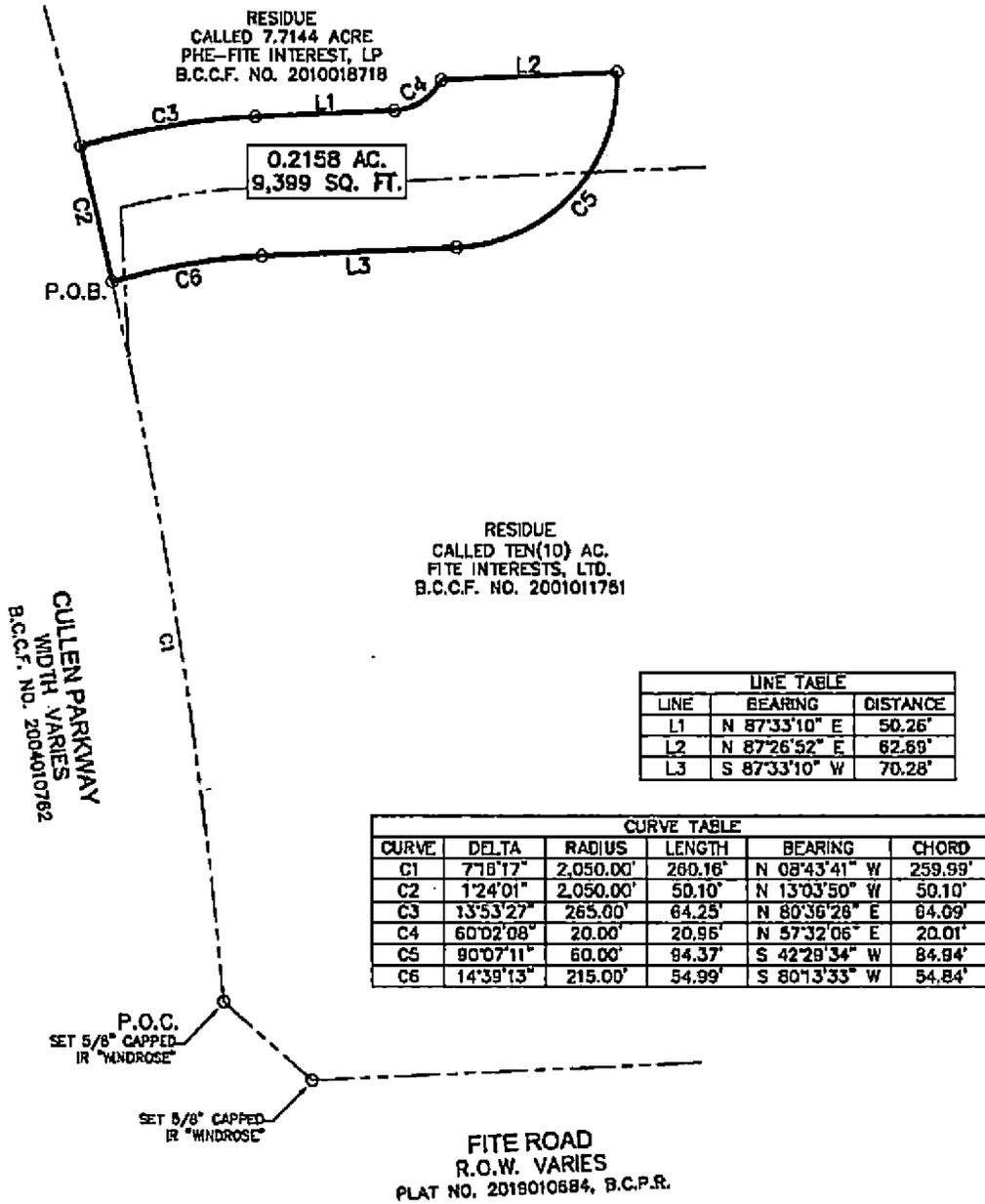


EXHIBIT OF
0.2158 AC. / 9,399 SQ. FT.
SITUATED IN THE
H. T. & B. RR. CO. SURVEY, SEC. 21, ABSTRACT NO. 309
CITY OF PEARLAND, BRAZORIA COUNTY, TEXAS

EXHIBIT C

**LEGAL DESCRIPTION OF THE
FITE ROAD DRIVE EASEMENT TRACT**

**DESCRIPTION OF
0.1192 AC. OR 5,191 SQ. FT.**

A TRACT OR PARCEL CONTAINING 0.1192 AC. OR 5,191 SQ. FT. OF LAND BEING OUT OF THE RESIDUE OF A CALLED TEN(10) ACRE TRACT OF LAND DESCRIBED IN DEED TO FITE INTERESTS, LTD., AS RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2001011751, AND THE RESIDUE OF A CALLED 7.7144 ACRE TRACT OF LAND DESCRIBED IN A DEED TO PHE-FITE INTEREST, LP, AS RECORDED UNDER B.C.C.F. NO. 2010018718, SITUATED IN THE H. T. & B. RR. CO. SURVEY, SEC. 21, ABSTRACT NO. 309, CITY OF PEARLAND, BRAZORIA COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF CULLEN PARKWAY (R.O.W. VARIES) AS RECORDED UNDER B.C.C.F. NO. 2004010762, AND THE NORTHERLY R.O.W. LINE OF FITE ROAD (R.O.W. VARIES) AS RECORDED UNDER PLAT NO. 2019010684, BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.):

THENCE, ALONG THE NORTHERLY R.O.W. LINE OF SAID FITE ROAD, NORTH 87 DEG. 20 MIN. 35 SEC. EAST, A DISTANCE OF 204.76 FEET TO THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE NORTHERLY R.O.W. LINE OF SAID FITE ROAD, OVER AND ACROSS SAID CALLED 7.7144 TRACT AND SAID CALLED 10 ACRE TRACT, AS FOLLOWS:

NORTH 02 DEG. 33 MIN. 17 SEC. WEST, A DISTANCE OF 125.42 FEET TO A THE BEGINNING OF A CURVE TO THE RIGHT;

NORTHEASTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90 DEG. 00 MIN. 00 SEC., AN ARC LENGTH OF 47.12 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 42 DEG. 26 MIN. 43 SEC. EAST - 42.43 FEET TO A POINT OF TANGENCY;

NORTH 87 DEG. 26 MIN. 43 SEC. EAST, A DISTANCE OF 28.00 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 33 MIN. 17 SEC. EAST, A DISTANCE OF 28.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

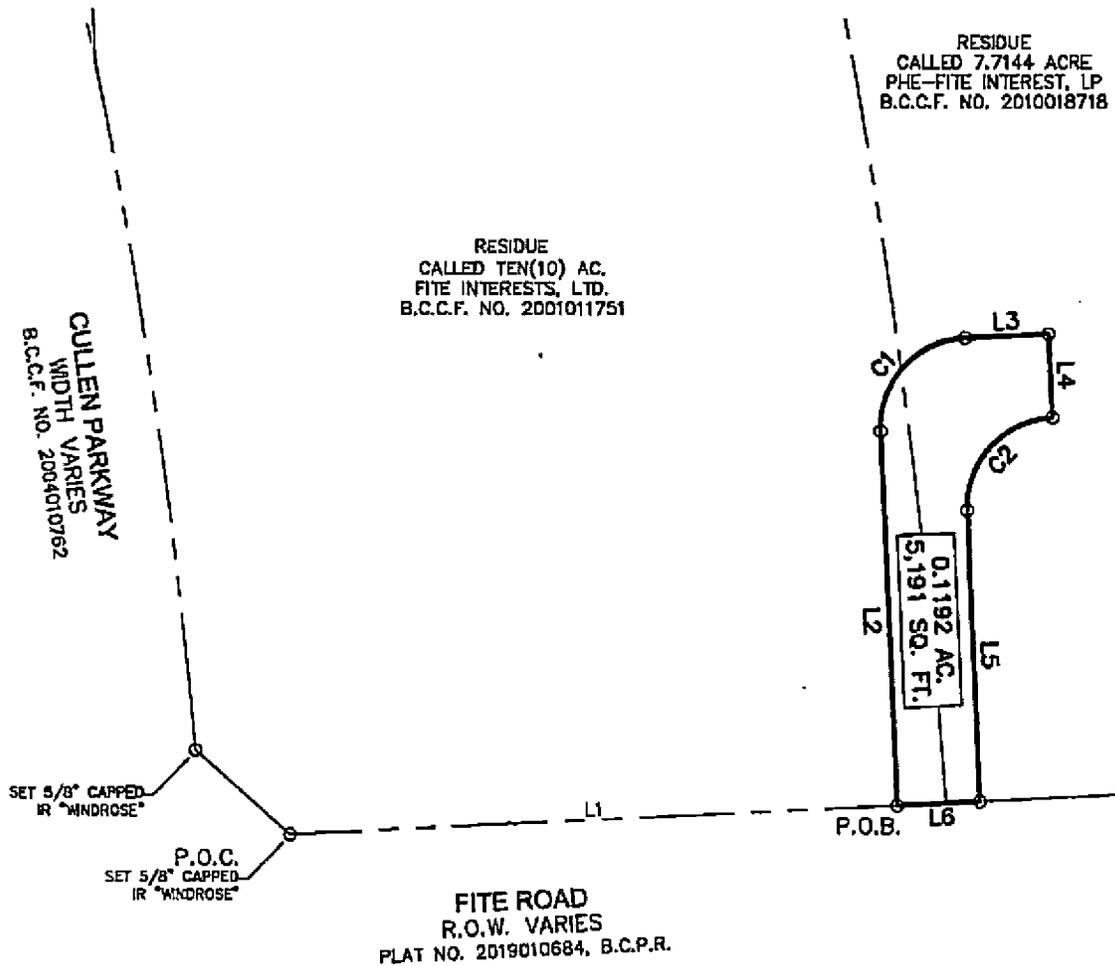
SOUTHWESTERLY, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90 DEG. 00 MIN. 00 SEC., AN ARC LENGTH OF 47.12 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 42 DEG. 26 MIN. 43 SEC. WEST - 42.43 FEET TO A POINT OF TANGENCY;

SOUTH 02 DEG. 33 MIN. 17 SEC. EAST, A DISTANCE OF 97.37 FEET TO A POINT ON THE NORTHERLY R.O.W. LINE OF SAID FITE ROAD, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTHERLY R.O.W. LINE OF SAID FITE ROAD, SOUTH 87 DEG. 20 MIN. 35 SEC. WEST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.1192 AC. OR 5,191 SQ. FT. OF LAND.

EXHIBIT D

DEPICTION OF THE FITE ROAD EASEMENT TRACT



| CURVE TABLE | | | | | |
|-------------|-----------|--------|--------|---------------|--------|
| CURVE | DELTA | RADIUS | LENGTH | BEARING | CHORD |
| C1 | 90°00'00" | 30.00' | 47.12' | N 42°26'43" E | 42.43' |
| C2 | 90°00'00" | 30.00' | 47.12' | S 42°26'43" W | 42.43' |

| LINE TABLE | | |
|------------|---------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N 87°20'35" E | 204.76' |
| L2 | N 02°33'17" W | 125.42' |
| L3 | N 87°26'43" E | 28.00' |
| L4 | S 02°33'17" E | 28.00' |
| L5 | S 02°33'17" E | 97.37' |
| L6 | S 87°20'35" W | 28.00' |

EXHIBIT OF
 0.1192 AC. / 5,191 SQ. FT.
 SITUATED IN THE
 H. T. & B. RR. CO. SURVEY, SEC. 21, ABSTRACT NO. 309
 CITY OF PEARLAND, BRAZORIA COUNTY, TEXAS

FILED and RECORDED

Instrument Number: 2023036231

Filing and Recording Date: 08/11/2023 11:18:58 AM Pages: 14 Recording Fee: \$74.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

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cclerk-emily