

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- Funds have been encumbered out of funds previously appropriated for such purpose.
- Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

Other ~~Grant Funds Available~~ ^{Cooperative Agreement/Authorizing Payments for + H/E services not to exceed 100k.}

Ronald C. Shu
Jenifer Boeh

Date: 9-9, 2014 City Controller of the City of Houston, Texas

FUND REF: ⁴⁰⁴² 2000 - ⁵⁶⁰⁰¹⁰ AMOUNT: \$100,000.00 ENCUMB. NO.: FR 300002579

ms
De
HAS

FMBB 3-2579

City of Houston, Texas Ordinance No. 2014-832

AN ORDINANCE RELATING TO THE DEVELOPMENT OF BUFFALO SPEEDWAY BETWEEN HOLMES ROAD AND AIRPORT BOULEVARD; APPROVING AND AUTHORIZING A COOPERATIVE DEVELOPMENT AGREEMENT RELATED THERETO BETWEEN THE CITY OF HOUSTON, HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 498, PB COMMERCIAL, LLC, GGA/REDDY FAMILY LIMITED PARTNERSHIP, HRRT MANAGEMENT SERVICES, LLC, INTERNATIONAL BANK OF COMMERCE, MALLADI S. REDDY & PRAVANI REDDY, DOLEX INVESTMENTS, INC. FOR BUFFALO SPEEDWAY DESIGN MODIFICATION; FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED USE OF (1) A PORTION OF BUFFALO SPEEDWAY, FROM THE NORTHERN BOUNDARY LINE OF THE WILDCAT PARK SUBDIVISION SOUTH APPROXIMATELY 2,100 FEET, AND (2) A PORTION OF WILDCAT PARK DRIVE, FROM THE WESTERN BOUNDARY LINE OF THE WILDCAT PARK

SUBDIVISION EAST APPROXIMATELY 1,264 FEET, BOTH WITHIN THE WILDCAT PARK SUBDIVISION, HARRIS COUNTY, TEXAS; VACATING AND ABANDONING THE STREET RIGHTS-OF-WAY TO PB COMMERCIAL, LLC (“ABUTTING OWNER”); APPROVING AND AUTHORIZING PAYMENT FOR RELATED TITLE SERVICES NOT TO EXCEED \$100,000.00; APPROVING AND AUTHORIZING THE EXECUTION AND RECORDING OF A RELATED MEMORANDUM OF FINAL ABANDONMENT; CONTAINING VARIOUS FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

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

Section 1. The City Council hereby approves and authorizes the contracts, agreements or other undertakings described in the title of this Ordinance, in substantially the form as shown in the document which is attached as Attachment “A” hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contracts without further authorization from Council.

Section 4. The City Council hereby authorizes expenditure of the sum or sums of money set out in the title of this Ordinance, out of the respective fund or funds appropriated in City of Houston Ordinance No. 2014-240, passed and adopted on March 26, 2014.

Section 5. The City Council hereby finds and determines that public convenience and necessity no longer require the continued use as public street rights-of-way of three real estate parcels comprising (1) a portion of Buffalo Speedway, from the northern boundary line of the Wildcat Park Subdivision south approximately 2,100 feet, and (2) a portion of Wildcat Park Drive, from the western boundary line of the Wildcat Park Subdivision east approximately 1,264 feet (Parcels SY14-115A, SY14-115B, and SY14-115), as more fully described on Exhibits “A,” “B”, and “C” of the Memorandum of Final Abandonment, referenced below, attached hereto and incorporated herein by this reference and said public street rights-of-way are hereby vacated and abandoned.

Section 6. That the City Council hereby quitclaims all of the City's right, title, interest, claim and demand in and to the afore-mentioned public street rights-of-way to Abutting Owner in consideration of Abutting Owner’s performance of its obligations under the agreement approved in

this Ordinance, the value of performance of which City Council finds to meet or exceed the appraised value of the parcels.

Section 7. That the City Council hereby approves and authorizes the Director or Acting Director of the Department of Public Works and Engineering to execute and record in the public records of Harris County, Texas, a Memorandum of Final Abandonment substantially in the form of Attachment "B" attached hereto and incorporated herein by this reference to provide notice of the abandonment to the public.

Section 8. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 10th day of September, 2014.

APPROVED this _____ day of _____, 20_____.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 16 2014.

[Signature]

City Secretary

(Prepared by Legal Dept. [Signature])
(ALC/GWD/dg 08/27/14) [Signature] Assistant City Attorney
(Requested by Dale A. Rudick, P.E., Acting Director, Department of Public Works and Engineering)

AYE	NO	
✓		MAYOR PARKER
••••	••••	COUNCIL MEMBERS
✓		STARDIG
✓		DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		NGUYEN
✓		PENNINGTON
✓		GONZALEZ
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
✓		KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

**COOPERATIVE DEVELOPMENT AGREEMENT
FOR CONSTRUCTION OF A SEGMENT OF BUFFALO SPEEDWAY AND VARIOUS
WATER SYSTEM IMPROVEMENTS**

I. PARTIES

A. Preamble.

THIS COOPERATIVE DEVELOPMENT AGREEMENT (this “Agreement”) is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** (“the City”), a Texas Home-Rule City principally situated in Harris County, **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 498** (the “District”), a body politic and corporate under Article XVI, Section 59 of the Texas Constitution and Chapter 49 and Chapter 54 of the Texas Water Code, and the **DEVELOPERS** listed below, which are all authorized to operate within the State of Texas.

The Developers are (1) **PB COMMERCIAL, LLC**. (“PB Commercial”), a Texas Limited Liability Company, (2) **GGA/REDDY FAMILY LIMITED PARTNERSHIP** (“GGA”), a California Limited Partnership, (3) **HRRT MANAGEMENT SERVICES, LLC** (“HRRT”), a Limited Liability Company [not registered with Texas Secretary of State], (4) **INTERNATIONAL BANK OF COMMERCE** (“IBC”), a state banking corporation, (5) **MALLADI S. REDDY & PRAVINA REDDY** (“Reddy”), and (6) **DOLEX INVESTMENTS, INC.** (“Dolex”) all of which are authorized to do business in Texas. PB Commercial, GGA, HRRT, IBC, Reddy, and Dolex are generally referred to as the “Developers” collectively and “Developer” individually.

From time to time the City, the District, and the Developers are referred to as “Party” individually or “Parties” collectively.

B. Recitals.

WHEREAS, the Parties desire to prepare undeveloped areas along Buffalo Speedway and Holmes Road for development of improvements through this Agreement and other arrangements;

WHEREAS, each Developer agrees to provide pro rata funding for the Project, as defined herein, according to each Developer’s road frontage, measured in linear feet;

WHEREAS, the City has consented to the creation of the District to serve land owned separately by each Developer along Buffalo Speedway and Holmes Road;

WHEREAS, the District has held its organizational meeting and consists of approximately 426 acres, as shown on Exhibit “B”, and may be enlarged with the consent of the City;

WHEREAS, the Developers shall initially provide an additional contingency amount of 15% of the estimated design and construction costs of Project, included on Exhibit D as a part of the Developer’s Maximum Funding Amount, which the City may use for soft costs, testing, construction management, cost overruns, and other contingencies and costs related to the design and construction of the Project and may return through True-Up;

NOW THEREFOR, the Parties agree as follows:

C. Addresses.

The Initial addresses of the Parties, which one Party may change by giving prior written notice to the other Party, are as follows:

City

City of Houston
Dept. of Public Works & Engineering
P.O. Box 1562
Houston, Texas 77251
Attn: Director

District

Harris County Municipal Utility Dist. No. 498
C/O Allen Boone Humphries & Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Developers

PB Commercial LLC
7500 San Felipe, Suite 125
Houston, Texas 77063
Attn: Lewis A. Kaufman, Vice President

International Bank of Commerce
5615 Kirby Drive
Houston, Texas 77005
Attn: Craig A. Bunk, Senior Vice President

GGA/Reddy Family Limited Partnership
2398 Baycrest Drive
Nassau Bay, Texas 77058
Attn: Malladi S. Reddy

HRRT Management Services, LLC
4141 Southwest Freeway, Suite 255
Houston, Texas 77027
Attn: Ohad Yannay

Malladi S. Reddy & Pravina Reddy
2398 Bay Crest Drive
Nassau Bay, Texas 77058

Dolex Investments, Inc.
4141 Southwest Freeway, Suite 255
Houston, Texas 77027
Attn: Ohad Yannay

D. Table of Contents.

This Agreement consists of the following Sections:

TABLE OF CONTENTS

	Page No.
I. PARTIES.....	1
A. Preamble	1
B. Recitals.....	1
C. Address	2
D. Table of Contents.....	2
E. Parts Incorporated	4
F. Controlling Parts	4
G. Signatures.....	5
II. DEFINITIONS	8
III. DUTIES OF THE CITY	10
A. Limit of Services and Appropriation	10
B. Scope of Services.....	10
IV. DUTIES OF EACH DEVELOPER/DUTIES OF THE DISTRICT	10
A. Developers' Scope of Services	10
B. Coordinate Performance	11
C. The Developer's Representations, Warranties, and Covenants	11
D. Pre-Closing Deliverables	12
E. Duties of the District.....	13
F. Closing.....	13
G. RELEASE.....	14
H. Compliance with Laws	14
I. Permits and Other Regulatory Requirements	14
J. Contractor Coordination and Insurance Requirements.....	14
V. TERM AND TERMINATION	15
A. Contract Term	15
B. True-Up.....	16
C. Termination for Cause	17
D. Substitute Funding.....	19
VI. MISCELLANEOUS.....	20
A. Force Majeure	20
B. Severability	21
C. Entire Agreement.....	21
D. Written Amendment.....	21
E. Applicable Laws	21
F. Notices	21

G.	Captions	22
H.	Non-Waiver.....	22
I.	Enforcement.....	22
J.	Ambiguities.....	22
K.	Survival.....	22
L.	Publicity.....	22
M.	Risk of Loss	23
N.	Parties In Intererst.....	23
O.	Successors and Assigns.....	23
P.	Assumption.....	24
Q.	Further Assurances.....	24
R.	Remedies Cumulative.....	24
S.	Effectiveness.....	24

EXHIBITS

- A** Scope of Services
- B** Vicinity Map and Project Location
- C** Insurance Certificates
- D** Project Estimates
- E** Property Map
- F** Warranty Deed Form
- G** Temporary Easement Form
- H** Assignment of Easement Form
- I** Permitted Encumbrances

E. Parts Incorporated.

The above-described exhibits are incorporated in this Agreement.

F. Controlling Parts.

If a conflict among the Sections and exhibits arises, the Sections control over the exhibits, and Exhibit “A” controls over other exhibits, except that Exhibit “D” controls with respect to each Developer’s Maximum Funding Amount.

G. Signatures.

CITY OF HOUSTON, TEXAS

By: _____
Mayor

ATTEST/SEAL:

By: _____
City Secretary

APPROVED:

By: *Dale A. Rudick*
Director, Department of Public
Works & Engineering

TRJ

COUNTERSIGNED BY:

By: _____
City Controller

DATE COUNTERSIGNED

APPROVED AS TO FORM:

By: *Luigi Cabell*
Assistant City Attorney
L.D. No. 0610900158001

G. Signatures.

CITY OF HOUSTON, TEXAS

By: _____
Mayor

ATTEST/SEAL:

By: _____
City Secretary

APPROVED:

By: *Dale A. Rudick*
Director, Department of Public
Works & Engineering

DR

COUNTERSIGNED BY:

By: _____
City Controller

DATE COUNTERSIGNED

APPROVED AS TO FORM:

By: *Luigi Cabell*
Assistant City Attorney
L.D. No. 0610900158001

HARRIS COUNTY MUNICIPAL UTILITY DIST. NO. 498

By: [Signature]
President


Date: 5/12/14

Witnessed:

By: [Signature]

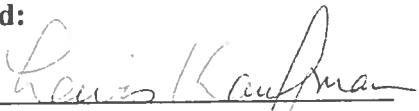
Name: Thomas W Lee

PB COMMERCIAL LLC

By: 
~~Frank Heuszol~~ Terrence J. Tangen
Manager
Tax I.D. No.: 35-2424134

Date: 5/13/14

Witnessed:

By: 

Name: LEWIS KAUFMAN

GGA/Reddy Family Limited Partnership

By: 

General Partner

Tax I.D. No.: Malladi Reddy

Date: 5/16/14 46-3005314

Witnessed:

By: 


Name: Tracy FAUCETTE

HRRT Management Services, LLC

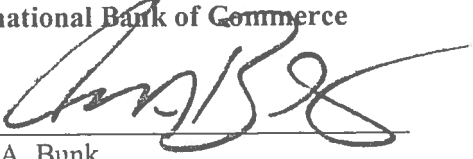
By: 
Ohad Yannay

Tax I.D. No.: 45-2252739
Date: 5/30/2014

Witnessed:

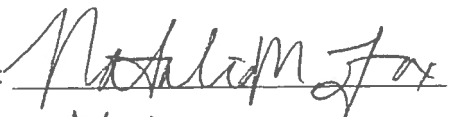
By: 
Name: Xenia Biggs

International Bank of Commerce

By: 

Craig A. Bunk
Senior Vice President
Tax I.D. No.: 74-1541057
Date: 7/10/14

Witnessed:

By: 

Name: Nataliem.Fox

Malladi S. Reddy & Pravina Reddy

M S Reddy
Malladi S. Reddy

Date: 5/16/14


Pravina Reddy
Pravani-Reddy
Pravina

Witnessed:


By: Tracy Faucette

Name: TRACY FAUCETTE

Dolex Investments, Inc.

By: 
Tax I.D. No.: 27-2200904
Date: 5/30/2014

Witnessed:

By: 
Name: Xenia Biggs

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

“Actual Knowledge” means the actual and current knowledge of the person or persons who negotiated this Agreement or executed the Closing Documents on behalf of a Party. The term Actual Knowledge does not require a duty to investigate.

“Agreement” means this Cooperative Development Agreement between the Parties, including all exhibits and any written amendments authorized by the City Council, the District, and each Developer.

“City” defined in the preamble of this Agreement, includes its successors and assigns.

“Closing” means the event at which the District delivers and the City formally accepts all of the Deliverables.

“Countersignature Date” means the date countersigned by the City on the signature page of this Agreement.

“Costs” means any dollar amount owed for documented Work performed by City employees or City agents or contractors, including engineering, land acquisition, environmental remediation, construction, interest, and Soft Costs.

“Developer” means PB Commercial, Reddy, HRRT, or IBC as applicable, and their respective successors and assigns.

“Contribution” means the dollar value of all Deliverables provided prior to termination of this Agreement that the City applies towards an Obligation.

“Deliverables” mean any money, interest, property, or service that one party is obligated to pass to another as provided in this Agreement.

“Design” is defined by the term in the City’s Standard Engineering Services Contract.

“Director” means the Director of the Public Works and Engineering Department and the person he or she designates.

“District” is defined in the Preamble to this Agreement.

“Documents” mean notes, files, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, maps, graphics, and other work products (and any modifications or improvements to them) that a Developer prepares or provides under this Agreement.

“Maximum Funding Amount” means the maximum monetary value for the Project a Developer must provide the City under this Agreement, including the maximum amount of interests and Soft Costs. Each Developer’s Maximum Funding Amount is further described in Exhibit “D” and is in addition to the conveyance of the Developer’s portion of the Property to the District. Therefore, a Developer’s Maximum Funding Amount does not include (or contain and

offset for) a Developer's Obligation to convey the Developer's portion of the Property to the District.

"Obligation" means the monetary value of the Deliverables owed by a Developer under the terms of this Agreement.

"Overpayment" means an amount, calculated by the Director to the nearest cent, owed to a Developer by the City when that Developer's Contribution exceeds that Developer's Obligation.

"Permitted Encumbrances" mean all of the easements, property interests, or burdens on a Developer's Property, which are set forth on the attached Exhibit "I" or which have been cured or mitigated sufficiently to allow for the completion of the Project.

"Project" means the design, construction, and all related activities and services referenced in this Agreement for the improvement of Buffalo Speedway from Holmes to West Airport Boulevard, further defined in Section 1.2 of Exhibit "A". This Project may be divided into several subprojects.

"Project Area" means the physical location on which construction or staging of the Project occurs.

"Property" means land within the Project Area as described within Exhibit "E", and the portion of the Property owned by a Developer is referred to as the "Developer's Property".

"Soft Costs" means the monetary value of any documented Work performed by City employees or City agents to aid, but not directly related to, the design or construction of the Project and may include dollar values assessed by standard salary recovery computations.

"True-Up" or "True- Up Payment" means an amount of money or Property determined by the Director to be due to a Party as calculated or determined according to Article V, Section B of this Agreement and Exhibit "A".

"Work" means any performance or service required for the completion of the Project.

III. DUTIES OF THE CITY

A. Limit of Services and Appropriation.

In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City does not appropriate or allocate any sum of money to this Agreement. Except for obligations under Section V.B of this Agreement, the City's obligation to perform under this Agreement is contingent upon Closing and the City entering professional services and construction contracts to perform the services referenced in this Agreement related to the Project. The City may appropriate funds for such services at the time the City awards such contracts.

1. The Parties shall be independently liable for their obligations under this Agreement; each Party is responsible for its pro rata share of amounts owed under this Agreement, and no Party is liable or responsible for any other Party's obligations, responsibilities, pro-rata share, defaults, acts, or omissions.

2. Notwithstanding anything to the contrary contained in this Agreement, a Developer's Obligation to provide funds to the City under this Agreement shall not exceed the Developer's Maximum Funding Amount as provided in Exhibit "D". A Developer's Obligation may include interest and Soft Costs applicable under the terms of this Agreement but not necessarily defined in Exhibit "D"; provided however such interest and Soft Costs shall not cause a Developer's total Obligation to exceed the Developer's Maximum Funding Amount.

B. Scope of Services.

If the City obtains the contracts referenced in the Section above and contingent upon the City accepting all Deliverables at Closing, the City shall provide funds and services as described in Article III and Exhibit "A" of this Agreement.

IV. DUTIES OF EACH DEVELOPER/DUTIES OF THE DISTRICT

A. Developers' Scope of Services.

Each Developer shall provide all funds, property rights, labor, material, and supervision necessary to perform the services and obligations required of each as described in Exhibit "A" and in subsections A through D of this Article IV, but in no event will a Developer be obligated to provide more than its Maximum Funding Amount. In addition, the covenants, representations, warranties, obligations and liabilities of the Developers are several, and no Developer is liable or responsible for the covenants, representations, warranties, obligations and liabilities of another Developer.

B. Coordinate Performance.

Each Developer shall coordinate with the District and Director to provide input on any portions of the Project related to such Developer's Deliverables, monetary or otherwise. The Director shall provide the District and each Developer a copy of the plans and specifications for the Project and give the District and each Developer an opportunity to comment within 30 days of receipt of such plans and specifications, which periods may run concurrently. The District and each Developer shall promptly inform the Director and other Parties of all significant events relating to or affecting the performance of this Agreement.

C. The Developer's Representations, Warranties, and Covenants.

To the extent not provided in a title policy approved by the City, each Developer shall provide the following representations, warranties and covenants to the District and City ("Warranties") on the date the Developer's Property is conveyed to the District:

1. To the Developer's Actual Knowledge, the Developer has good and indefeasible title in fee simple to the Developer's Property, subject only to the Permitted Encumbrances and the Developer's retained rights, and free and clear of all liens;
2. The Developer's Property is not burdened by any lease, franchise, license, occupancy agreement, or other agreement demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Developer's Property, or any prepaid rent or deposit, security or otherwise;
3. The Developer has no Actual Knowledge of any action, suit, claim, assessment, or proceedings pending or threatened that could materially adversely affect the ownership, operation, or maintenance of the Developer's Property or the Developer's ability to perform hereunder;
4. The Developer shall use commercially reasonable efforts to promptly notify the City after the Developer has Actual Knowledge of any material change with respect to the Developer's Property or with respect to any information heretofore or hereafter furnished by the Developer to the City respecting the Developer's Property;
5. To the Developer's Actual Knowledge and except as specified in environmental reports, procured by the Developer, delivered to the City, along with reliance letters, prior to Closing, the Developer's Property contains no jurisdictional wetland or environmental condition that may encumber or delay the design or construction of the Project;
6. The Developer shall (i) maintain and operate the Developer's Property in a good and business-like manner similar to the Developer's past practices, and not commit or consent to be committed any waste to the Developer's Property, (ii) not enter into any agreement or instrument or take any action that would constitute an

encumbrance of the Developer's Property, that would bind the City or the Developer's Property after Closing, or that would be outside the normal scope of maintaining and operating the Developer's Property, without the prior written consent of the City, such consent not to be unreasonably withheld, delayed or conditioned, and (iii) afford the City and its representatives the continuing right to following reasonable prior notice to the Developer inspect the Developer's Property at reasonable hours;

7. All bills and other payments due from the Developer (except unpaid but not yet due ad valorem taxes) with respect to the ownership, operation, and maintenance of the Developer's Property have been (or by the Closing Date will be) paid by the Developer and no liens or other claims for the same have been (or by the Closing Date will be) filed or asserted against any part of the Developer's Property;
8. The Developer has full right, power and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered by the Developer and the City, will constitute the valid and binding agreement of the Developer, enforceable against the Developer in accordance with its terms; and,
9. The Developer is not a "foreign person" (as defined in Internal Revenue Code Section 1445(f)(3) and the regulations issued thereunder).

D. Pre-Closing Deliverables.

Each Developer shall provide the District all applicable Deliverables as required under this Agreement:

1. The balance of the Maximum Funding Amount owed by the Developer to the City under the terms of Exhibit "D" – "Project Estimates";
2. Evidence satisfactory to the City and District that the person executing the Closing Documents on behalf of the Developer has the full right, power, and authority to do so;
3. A Texas standard form of owner policy of title insurance insuring the District's fee interest and easement interest, as applicable, in the Developer's Property conveyed to the District dated effective as of the conveyance date subject only to matters acceptable to the District;
4. Warranty Deeds substantially equivalent to the form shown on Exhibit "F" attached hereto and incorporated herein for all purposes (the "Deed") or Easements substantially equivalent to the form shown on Exhibit "G" attached hereto and incorporated herein for all purposes (the "Easement"), fully executed and acknowledged by the Developer and conveying to the District either fee title or an

easement estate, as the case may be, to the Developer's Property, subject only to the Permitted Encumbrances, which shall be set forth in an exhibit thereto and attached prior to recordation of such instrument;

5. An executed and acknowledged affidavit that the Developer is not a "foreign person" (as defined in Internal Revenue Code Section 1445(f)(3) and the regulations issued thereunder);
6. A certificate, executed and sworn to by Developer, confirming that to the Actual Knowledge of the Developer there are no jurisdictional wetlands, unpaid bills, claims, debts, or liens relating to the Property arising through or under the Developer as of the Closing Date except with respect to specified bills, claims, debts, or liens; and
7. Such other instruments duly executed by the Developer as are customarily executed in Harris County, Texas to effectuate the conveyance of property similar to the Developer's Property, as may be reasonably required by the Title Company with the effect that, after the Closing, The District will have succeeded to all rights to the Developer's Property provided by the Deed or Easement.

E. Duties of the District.

The District shall accept Deliverables and the other items as set out in Section IV D above and Section 3 of Exhibit "A". The District shall furnish the Deliverables and other items to the City as set out in Section IV F below and shall perform all True-Up obligations set out to it in Section VB below.

F. Closing.

If the District and Director both find that each of the Developers have provided the District with Deliverables to meet all requirements of this Agreement, the Director, on behalf of the City, shall accept the Deliverables at Closing and proceed with its obligations under the Agreement. The City and the District shall not be responsible for determining whether each Developer's Property meets the applicable Representations and Warranties at the time of Closing. Developers may be present at Closing. If the Director cannot accept any Deliverable at Closing, the District shall notify each Developer within five business days and reschedule Closing. At Closing, the District shall deliver to the City the following:

1. The total funds owed by all Developers under the terms of Exhibit "D" – "Project Estimates";
2. Warranty Deeds substantially equivalent to the form shown on Exhibit "F" attached hereto and incorporated herein for all purposes (the "Deed") fully executed and acknowledged by the District, conveying to the City fee title to the portions of the Property conveyed to the District in fee, subject only to the applicable Permitted

Encumbrances, which shall be set forth in an exhibit thereto and attached prior to recordation of such instrument;

3. Assignments of Easement substantially equivalent to the form shown on Exhibit "H" attached hereto and incorporated herein for all purposes (the "Assignment") fully executed and acknowledged by the District, assigning to the City the District's easement rights in the portions of the Property conveyed to the District as an easement estate, subject only to the applicable Permitted Encumbrances, which shall be set forth in an exhibit thereto and attached prior to recordation of such instrument;
4. A Texas standard form of owner policy of title insurance insuring the City's fee interest and easement interest, as applicable, in the Property conveyed to the City dated effective as of the conveyance date; and
5. Such other instruments duly executed by the Developer as are customarily executed in Harris County, Texas to effectuate the conveyance of property similar to the Developer's Property, as may be reasonably required by the Title Company with the effect that, after the Closing, the District will have succeeded to all rights to the Developer's Property provided by the Deed or Assignment.

G. RELEASE.

EACH DEVELOPER RELEASES THE CITY, THE DISTRICT, AND THEIR AGENTS (EXCLUDING ANY CONTRACTOR, OR SUBCONTRACTOR, ENGINEER, SURVEYOR, OR OTHER NON-GOVERNMENTAL THIRD PARTY ENGAGED BY THE CITY TO PERFORM WORK ON THE PROJECT), EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY AND/OR DISTRICT") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

H. Compliance with Laws.

Each Developer shall comply with all applicable state and federal laws and regulations and the Charter and Code of Ordinances of the City of Houston, in performing such Developer's Obligations under this Agreement.

I. Permits and Other Regulatory Requirements.

This Section shall not be effective with respect to a Developer until the Developer starts any work on or within 50 feet of the Project Area. Before working on or within 50 feet of the Project Area, the Developer shall require its engineering consultants to obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute,

ordinance, rule, or regulation. A Developer shall, within 5 days after learning thereof, notify the Director of any suspension, revocation, or other detrimental action against its engineer's license. Nothing in this section shall excuse the Developer or any individual from complying with any licensing, permitting, regulatory, or statutory requirement.

J. Contractor Coordination and Insurance Requirements.

Any Developer intending to allow construction contractors or engineers within the Project Area while the City is performing work on the Project shall provide the Director with notice and an opportunity to coordinate of no less than 30 days. Such Developer shall require any construction contractor or engineer ("Contractor") that will perform work on behalf of the Developer in or within 50 feet of the Project Area during any month in which the City will perform work on the Project to obtain insurance meeting the following requirements, to the extent permitted by applicable law:

(Coverage)	(Limit of Liability)
Workers' Compensation Employer's Liability	Statutory for Worker's Compensation Bodily Injury for Accident \$100,000 (each accident) Bodily Injury by Disease \$100,000 (policy limit) Bodily Injury by Disease \$100,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 aggregate
Excess Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 aggregate per 12-month period (defense costs excluded from face amount of policy)
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non- Ownership and Hired Auto Coverage)	\$1,000,000 combined single limit \$1,000,000 per occurrence
Professional Liability Coverage (For Professional Services Contract only)	\$1,000,000 per occurrence

Defense costs are excluded from the face amount of the policy.

Contractor's policy must contain an endorsement stating that the City is an additional insured. The applicable Developer shall be responsible for ensuring that its Contractor maintains such insurance policy, and shall assume the Contractor's liability to the City if the Contractor fails to maintain insurance at the levels listed above.

V. TERM AND TERMINATION

A. Contract Term.

This Agreement is effective on the Countersignature Date and remains in effect until the Director certifies that the True-Up is complete or until the Parties mutually agree in writing that no further True-Up Payment is due from any Party, whichever occurs sooner, unless the Agreement is sooner terminated for Cause. The Director may act for the City in terminating this Agreement.

B. True-Up.

True-Up shall be made between the Parties so that each Developer meets all of that Developer's Obligations and any Property and/or funds not used during the course of the Project are returned to the District. The District shall return to the correct Developer any Property and/or funds returned by the City in accordance with any applicable reimbursement agreement between the District and the Developer, as such agreement may be amended. The purpose of the True-Up is to correct for any Overpayment by the Parties and to correct any Developer's Property defect or any defect in the property conveyed by the District to City under this Agreement.

1. The Director shall prepare a True-Up calculation of the actual costs incurred by the City, including 2% for City salary recovery and up to 8% for construction management costs, and provide a copy of the calculation to all Parties:

- i. At least 30 days prior to termination of the Agreement;
- ii. If the Project is not completed, within 120 days of the date on which a party provides notice of termination; and
- iii. If the Project is completed, within 120 days of the date City Council accepts the Project or resolution of any final dispute concerning the Project.

2. Any True-Up Payment shall be made by the City as set out in this Section V B within 30 days of the day the Director provides the calculation to the Parties. If the Director does not prepare the calculation because of an unresolved claim or dispute that affects the final Project cost, the deadlines above shall be extended from day to day until the claim or dispute is resolved.

3. If the Director determines during the course of the Project that a Developer's Property fails to meet any of the Warranties described in Section IV.C, at the Director's sole but reasonable discretion, the Director may require the Developer or that Developer's successor-in-interest to the Developer's Property to cure or mitigate, to the Director's sole but reasonable discretion, any defect so that the Developer's Property meets all applicable Warranties. Such requirement shall be enforceable through specific performance and injunctive relief. In the alternative, the Director may invoice the Developer and the Developer's successor-in-interest for all actual costs the City incurs in correcting the Developer's Property so it conforms with all Warranties. For purposes of this section, the District is not a successor-in-interest to any Developer.

4. If the City terminates the Agreement or does not complete the Project or if any portion of the Deliverables is not used for the Project, the City shall return the Deliverables to the District within 30 days of the date the Director provides the calculation, and upon request the District shall promptly return them to the applicable Developer.

5. In order to minimize delays in the development of the property adjacent to the Project Area, in the event the Project is delayed for reasons other than reasons within the City's reasonable control (i.e. wetlands, environmental or similar issues) the City may keep any portion of any Developer's Property on which the City intends to construct any road or water lines similar to the Project, even in the event of Default or True-up by the City, provided that at any time after the second anniversary of this Agreement construction has not started (or the City cancels the construction contract and does not enter into a new construction contract within 24 months of such cancellation) on the Project, a Developer may request the re-conveyance of its Property to the District and/or release of any easement. Except in the event of either (i) a Developer's request after the second anniversary or (ii) the conveyance to the City provides otherwise, the City shall have the right under this Agreement to keep any such property for up to 5 years after True-Up, even in the event of Termination. If at the end of this five years, the City has not constructed any road or water line on any portion of the Developer's Property, the City shall return such property to the District.

C. Termination for Cause.

1. The right to terminate this Agreement for the default and True-Up are cumulative of all rights and remedies any Party has now or in the future.

2. Default by the City occurs only if the City fails to begin design of the Project within 120 days and construction of the Project within 533 days of the execution of this Agreement or fails to construct any item listed in Exhibit "A." Notwithstanding the foregoing, however, the City shall not be in default if all relevant Deliverables and all portions of the costs required under Exhibit "A" have not been furnished as provided in this Agreement or if the City does not appropriate the funding necessary to pay for the contracts described in Section III A above.

3. Default by a Developer occurs only if prior to Closing:

- (i) The Developer becomes insolvent;
- (ii) A receiver or trustee is appointed for the Developer;
- (iii) A substantial part of the Developer's assets are assigned to benefit creditors;
- (iv) The Developer's Obligations are assumed by another Party without the City's consent; or

- (v) The Developer fails to perform any duties required by Article IV in accordance with this Agreement.

4. If the City defaults, then any Developer (such Developer giving a notice, the “Notifying Developer”) may, but is not obligated to, deliver a written notice (the “Default Notice”) to the City and the other Parties describing the default and propose a termination date as to only the Notifying Developer. The other Developers, at their sole option, may, by giving written notice (each a “Developer Notice”) within fifteen (15) days after receiving the Default Notice (a) waive the specified default, (b) accept the proposed termination date or (c) propose to extend the termination date to a later date. If a Developer fails to timely give a Developer Notice, then such Developer shall be deemed to have accepted the proposed termination date. If the City cures the specified default by the termination date specified in the Default Notice (or by the extended termination date given in a Developer Notice), then the applicable termination shall not be ineffective. If the City fails to cure the specified default on or before the termination date given in the Default Notice (or by the extended termination date given in a Developer Notice) then the Developer(s) (the “Aggrieved Developer(s)”) whose termination date (or extended termination date) has not been met may have the City True-Up with the District (and upon demand of the Aggrieved Developer, the District shall to the extent and as set forth in the developer financing agreement with the Aggrieved Developer re-convey the Aggrieved Developer’s Property and funds) and such Aggrieved Developer shall have no further obligations under this Agreement.

5. If a Developer defaults under this Agreement, then the City may, but is not obligated to, deliver a written notice (the “City Default Notice”) to the defaulting Developer and the other Parties describing the default and propose a termination date as to the defaulting Developer only. Each of the other Parties, at their sole option, may accept or propose to extend the termination date to a later date. In no event shall the termination date be extended longer than sixty (60) days after the termination date specified in the City’s notice. If the defaulting Developer cures the default prior to the extended termination date (or the termination date if it was not extended), then the termination is ineffective. If the defaulting Developer does not cure the default before such termination date, then this Agreement is terminated with respect to the defaulting Developer and the defaulting Developer shall have no further rights with respect to this Agreement, its portion of the Property, or the funds it paid under this Agreement, but the District and the other Developers shall have their rights and remedies at law and at equity. If the default is non-monetary and will prevent the City from completing the Project, then the City shall include in the City Default Notice a clear statement that the default will prevent the City from completing the Project, and unless the other Developers and/or the District agree to cure the default, then the City may True-Up (including the return of the Property) and then terminate its performance under this Agreement on the termination date, at no further obligation of the City (and upon demand the District shall distribute the True-Up amount and Property to the non-defaulting Developers in accordance with the developer financing agreements with such Developers).

6. If the District defaults and such default is non-monetary and will prevent the City from completing the Project, then the City may, but is not obligated to, deliver a written notice to the District and the other Parties describing the default and propose a termination date for this Agreement. Each of the Developers, at their sole option, may accept or propose to extend the termination date to a later date. In no event shall the termination date be extended longer than sixty (60) days after the termination date specified in the City's notice. If the District cures the default prior to the extended termination date (or the termination date if it was not extended), then the termination is ineffective. If the District does not cure the default before such termination date, then this Agreement is terminated with respect to the District and the District shall have no further rights with respect to this Agreement, the Property, or the funds paid under this Agreement, but the Developers shall have their rights and remedies against the District at law and at equity. If one or more of the Developers do not agree to cure the default, then the City may True-Up (including the return of the Property) and then terminate its performance under this Agreement on the termination date, at no further obligation of the City (and upon demand the District shall distribute the True-Up amount and Property to the Developers in accordance with the developer financing agreements with such Developers).

D. Substitute Funding.

If a Developer does not provide its Maximum Funding Amount ("Non-Participating Developer"), then one or any combination of the other Developers (the "Substitute Developers") may pay the District the entire amount of the Non-Participating Developer's Maximum Funding Amount (the "Substitute Funding"). The Developers agree that each Substitute Developer shall receive a *pro rata* (based on amount paid by each Substitute Developer) interest in the following two items:

1. An absolute assignment of reimbursement amounts due to the Non-Participating Developer from the District, with respect to the Substitute Funding; and
2. An absolute assignment of fifteen percent (15%) of each reimbursement amount due to the Non-Participating Developer from the District, with respect to the contribution by the Non-Participating Developer of the Non-Participating Developer's Property.

E. City Connection Charge.

1. In a manner similar to Section 47-168 and after City Council determines and fixes the *pro rata* amount per lot, the Director shall collect the *pro rata* charges (the "City Connection Charge") from any developer within the District's boundaries (as such boundaries were established as of the Effective Date) that is not a party, successor, or assign to this Agreement. The Director shall pay all of the applicable *pro rata* charges it collects to the Developers (and provide the District with notice of such payments) that provided funding, or their successors or assigns, according to and in proportion to the names and percentages on the amounts listed as actually paid under Exhibit "D".

2. The City's obligation to collect and distribute *pro rata* charges shall expire 15 years after the *pro rata* charge is fixed by City Council. The Developers, and their successors and assigns, shall cooperate with Director in the distribution of *pro rata* charges until the City's obligation to collect the *pro rata* charges expires.

VI. MISCELLANEOUS

A. Force Majeure.

1. Timely performance by all Parties is essential to this Agreement. However, no Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City, the District, or a Developer. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, breakage of machinery, pipeline, or canals, epidemics in the City of Houston, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City, the District, or a Developer, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle a Developer to extra Reimbursable Expenses or payment.

2. This relief is not applicable unless the affected party does the following:

- (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
- (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that a Force Majeure that directly impacts the City, the District, or a Developer has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City/Contractor.

5. If the Force Majeure continues for more than 30 days from the date performance is affected, the Director may terminate this Agreement by giving seven days' written notice to each Developer. This termination is not a default or breach of this Agreement.

B. Severability.

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices any Party.

C. Entire Agreement.

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

D. Written Amendment.

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council), the District, and each affected Developer. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

E. Applicable Laws.

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

F. Notices.

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United State Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

G. Captions.

Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

H. Non-Waiver.

If any Party fails to require another Party to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If any Party waives another Party's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of a Developer's performance does not waive compliance with this Agreement or establish a standard

of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. Enforcement.

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Each Developer and the District shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining the District's and/or such Developer's compliance with this Agreement, with the exception of those documents made confidential by Federal or State Law or regulation.

J. Ambiguities.

If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

K. Survival.

Each Party shall remain obligated to the other Parties under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions, but subject to the release of liability in the case of an assignment by a Developer under Section VI.O below.

L. Publicity.

Except for legally required disclosures in connection with the sale or other conveyance of the Developer's property, neither the District nor any Developer shall make any announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director, which approval shall not be unreasonably withheld, conditioned, or delayed.

M. Risk of Loss.

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each product or Deliverable passes from a Developer to District and from the District to the City upon acceptance by the District and/or the City.

N. Parties In Interest.

This Agreement does not bestow any rights upon any third party, but binds and benefits City, the District, and each Developer only.

O. Successors and Assigns.

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraphs. This Agreement does not create any personal liability on the part of any officer or agent of any Developer, the District or City.

Prior to Closing (including providing the City with all of the Developer's Deliverables) a Developer shall only be relieved of liability under this Agreement upon receiving the written consent of the Director. After Closing (including providing the City with all of the Developer's Deliverables), a Developer shall be relieved of liability under this Agreement only to the extent (on a pro-rata area basis) it has conveyed its Property within the District's boundaries, when an act or omission giving rise to a claim arises in connection with this Agreement, e.g. after a Developer has sold all of its Property within the District's boundaries it is no longer liable for future claims and obligations.

Neither the District nor any Developer shall assign this Agreement at law or otherwise or dispose of all or substantially all of its assets or delegate its performance under this Agreement without, as to a Developer, the Director's prior written consent (which shall not be unreasonably withheld, conditioned, or delayed) or deemed consent, described in the following paragraph.

The Director shall be deemed to have consented to the assignment or delegation of performance if the Party assigning its interest in this Agreement ("Assignor") places language, for benefit of the City and the District (if the assigning Party is a Developer), into the legal document providing for assignment or delegation of performance of this Agreement that has the same or more favorable legal and beneficial effect as follows:

"Assignment. Assignor assigns, transfers and conveys to Assignee, effective as of and from the Assignment Effective Date, Assignor's right, title, benefit, privileges and interest in and to the Cooperative Development Agreement dated _____, 2014, by and between Assignor, the City of Houston, and others (the "Assigned Agreement") with respect to the Land conveyed by Assignor to Assignee. Assignor shall remain liable for all its acts and omissions that occurred before the Assignment Effective date.

Assumption. Assignee accepts the assignment of the Assigned Agreement of and from the Assignment Effective Date, and covenants and agrees that, from and after the Assignment Effective Date, Assignee will assume, be bound by, observe and perform, carry out and fulfill all of Assignor's liabilities, covenants, agreements, duties, obligations and contractual commitments required to be observed and performed by Assignor under the terms of the Assigned Agreement with respect to the Land conveyed by Assignor to Assignee.

Further Assurances. Assignee agrees that it shall, from time to time and at all times hereafter, without additional consideration, execute such further assurances and do all such acts and things as may be reasonably required for the purpose of vesting in Assignee the rights and obligations of Assignor in the Assigned Agreement."

Developer acknowledges that if it assigns or delegates its performance under this Agreement without prior written consent or deemed consent, it remains financially responsible for any failure of an assignee to perform, or its acts or omissions to the same extent that such failures, acts or omissions were those of Developer.

Nothing in this Section, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, the applicable Developer shall immediately furnish City with proof of the assignment and the name, telephone number, and address of the assignee and a clear identification of the fees to be paid to the assignee.

P. Remedies Cumulative.

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies that exist now or in the future. No Party may terminate its duties under this Agreement except in accordance with its provisions.

Q. Effectiveness.

As between each of the Developers and the District, this Agreement shall be binding on each of the Developers and the District when signed by the Developers and the District, even though it may not be binding on the City. In addition, the obligations of the Developers that may arise under this Agreement after Closing shall run with the land and be binding on each Developer's successor(s) in interest who become owner of all or any portion of the land within MUD 498 now owned by the Developer. Upon such conveyance a Developer shall be relieved of future liability under this Agreement with respect to such conveyed land, pursuant to Section VI.O.

[The remainder of this page is intentionally blank]

EXHIBIT "A"
SCOPE OF SERVICES

1. Project Description.

1.1 Location. The Project shall consist of design and construction of the upsized waterline on Buffalo Speedway from West Belfort Boulevard to Holmes Road and construction and design of Buffalo Speedway and utilities from Holmes Road to West Airport, including water and wastewater ("The Project"). The Project Vicinity Map and Project Location are attached as Exhibit "B".

1.2 Items. The Project shall include construction of the paving, storm sewer, and water lines, drainage outfall facilities, sidewalks, street lighting, and street signs to serve the proposed roadway project. The Project may also include, as determined by the Director, any environmental remediation or mitigation necessary to complete construction of the aforementioned road extension and utilities.

1.3 Status. The Parties shall share the cost of work for the Items described above at the Location described above as described below in Sections 2 and 3 of this Exhibit. The work completed by the Parties prior to the execution of this Agreement is the legal and financial responsibility of the Party that executed the work.

2. Duties of the City.

2.1 City shall provide all design, construction management, inspection, and testing services for the Project, except as provided in Section 3.1 of Exhibit "A".

2.2 The City shall be solely responsible for bidding, awarding, and administrating all contracts for services and construction associated with this Project.

2.3 Subject to the allocation of funds by City Council, the City shall award contracts to construct the following and pay the specified percentages:

2.3.1 70% of the cost of the water line on Buffalo Speedway from Holmes Road to West Airport Boulevard;

- 2.3.2 100% of the design costs. Design costs shall be subject to the review standards in Article III of this Agreement; and
 - 2.3.3 Any other costs approved by City Council, necessary for the completion of the Project, and not provided for in this Agreement.
- 2.4 For convenience, the Director shall provide the District with a list of parcels included in the Property and denote which parcels the District shall convey to the City by deed and which parcels the District shall convey to the City by easement.

3. Duties of Each Developer.

3.1 Deliverables. Prior to or simultaneously with signing the Agreement and in accordance with Section IV(C) of the Agreement and as further described in Exhibit “D”, each Developer shall deliver to the District, in a form approved by the Director and acceptable to the District and each Developer, the Developer’s applicable portion of the following:

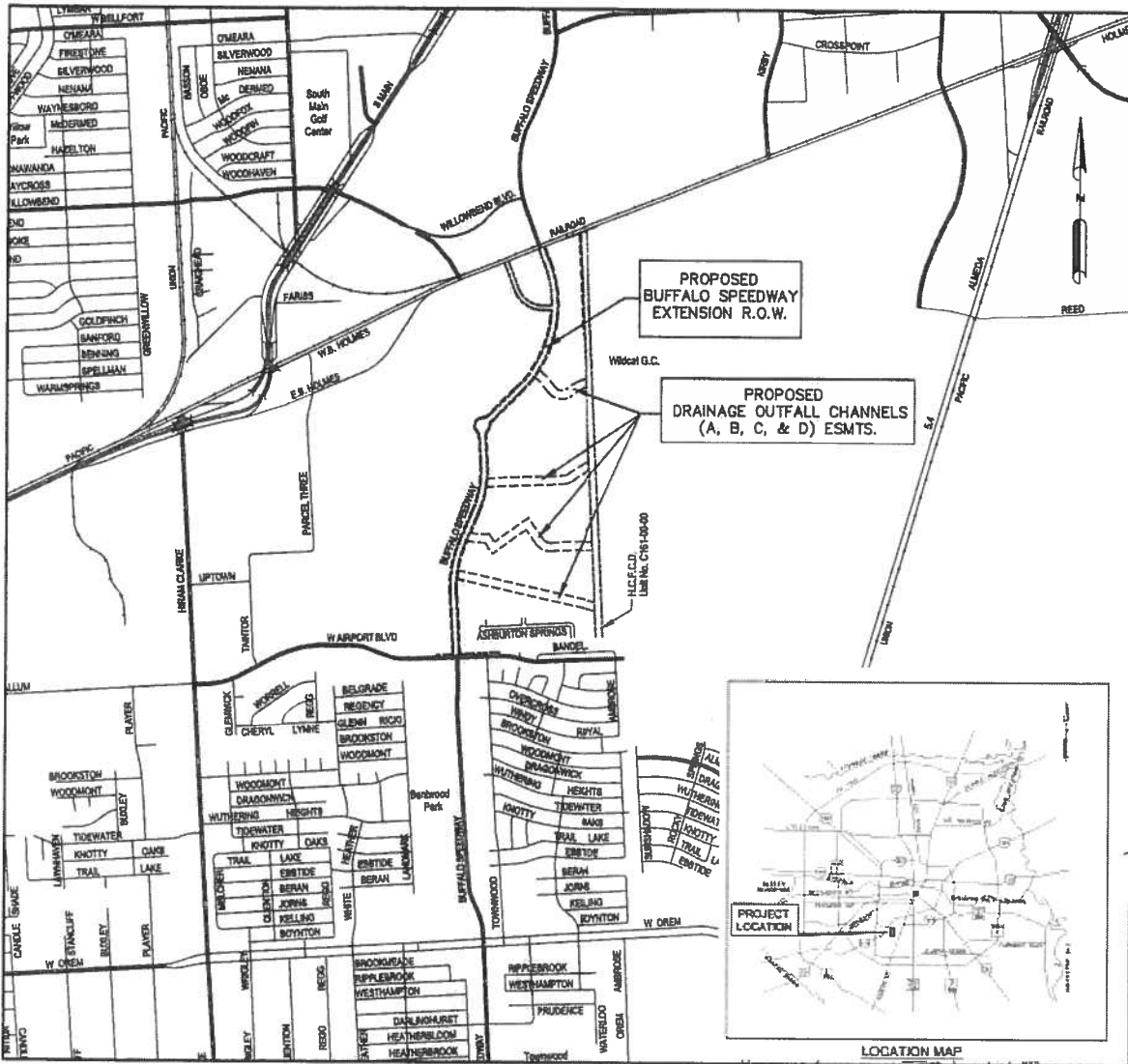
- 3.1.1 100% of the rights and costs associated with acquisition and dedication of the rights-of-way for the Project, including portions of the site, if any, of the future grade separation over Holmes Road, owned by the Developers;
- 3.1.2 100% of the cost of oversizing the water line on Buffalo Speedway from West Belfort Street to Holmes Road from a 16-inch water line to a 24- inch water line plus 100% of the cost to change the current design of the water line;
- 3.1.3 30% of the cost for the water line on Buffalo Speedway from Holmes Road to West Airport Boulevard;
- 3.1.4 100% of the difference between the cost of the Buffalo Speedway extension designed and constructed as part of a roundabout within the Project Area and the cost of the Buffalo Speedway extension designed and constructed as a straight extension from Holmes Road to West Airport Boulevard, plus 100% of the cost of the dedication of drainage easements, as determined by the Director; and
- 3.1.5 100% of the costs necessary to mitigate or remediate environmental issues related to the Project Area;

3.2 Estimates. The dollar amounts associated with the Deliverables in Section 3.1 shall be divided among each Developer, pro rata, according to each Developer's linear feet of road frontage to the Buffalo Speedway Extension described in subsection 3.1.4. The dollar amounts and figures (other than the Maximum Funding Amounts) listed in Exhibit "D" are estimates based upon each Developer's linear feet of road frontage for the current route design. The amounts of funding due under Section 3.1 shall be based upon actual cost and actual linear feet of road frontage as determined at the sole discretion of the District and acceptable to each Developer. Exhibit "D" establishes the Maximum Funding Amount for each Developer, which is fixed and not an estimate.

3.3 Connection. Each Developer and the District may connect water and sanitary sewer improvements with prior written approval from the Director which approval shall not be unreasonably withheld, conditioned, or delayed, provided the District or such Developer has obtained permits and met standard requirements for connection.

EXHIBIT "B"

VICINITY MAP AND PROJECT LOCATION



VICINITY MAP

KEY MAP NO: 572B, 572F, & 532X
 GIMS MAP NO: 5252B & 5253D
 SCALE: 1" = 2000'

EXHIBIT "C"

INSURANCE CERTIFICATES

[To be included by the applicable Developers or agents of the Developers]

EXHIBIT "D"
PROJECT ESTIMATES

EXHIBIT D ESTIMATED COST SPLIT FOR BUFFALO SPEEDWAY EXTENSION HOLMES TO AIRPORT					
Draft Cost Sharing Estimate HCMUD 498		HCMUD 498%	HCMUD 498 cost	Houston %	Houston cost
ROW acquisition*	TBD	100.00%	TBD	0.00%	\$0.00
Environmental Mitigation	TBD	100.00%	TBD	0.00%	\$0.00
CONSTRUCTION					
mobilization	\$350,000.00				\$350,000.00
road	\$4,730,371.00			100.00%	\$4,730,371.00
waterline south of Holmes Road	\$1,685,542.00	30.00%	\$494,662.60	70.00%	\$1,190,879.40
water line upsizing north of Holmes Road	\$150,910.00	100.00%	\$150,910.00	0.00%	\$0.00
Water subtotal	\$1,836,452.00		\$645,572.60		\$1,190,879.40
drainage with roundabout	\$2,526,197.00			100.00%	\$2,526,197.00
Subtotal with roundabout	\$9,443,020.00		\$645,572.60		\$8,797,447.40
Standard construction soft costs					
30812 Contingency 5%	\$472,151.00		\$0.00		\$472,151.00
30815 Testing Lab 3%	\$283,290.60		\$0.00		\$283,290.60
30780 Salary Recovery Legal/Real Estate 1%	\$94,430.20		\$0.00		\$94,430.20
30740 Salary recovery E&C 2%	\$188,860.40		\$0.00		\$188,860.40
30335 Construction Management 5-8%	\$755,441.60		\$0.00		\$755,441.60
Subtotal	\$1,794,173.80		\$0.00		\$1,794,173.80
Subtotal	\$11,237,193.80		\$645,572.60		\$10,591,621.20
Total					
roundabout cost difference		100.00%	\$215,856.00	0.00%	(\$215,856.00)
Construction Total with Roundabout Difference*	\$11,237,193.80		\$861,428.60		\$10,375,765.20
Total with 15% Contingency	\$12,922,772.87		\$990,642.89		\$11,932,129.98
*ROW/environmental/mitigation estimates to be updated by Good Faith Estimates.					
**Sanitary sewer design HCMUD 498 no longer in this contract. May be included in Holmes Road deep sewer agreement or future DPC.					
Numbers are estimates - bid amounts and actuals will be used for invoicing and the true-up except for Salary Recovery percentages.					

FINAL PARTIES AND FOOTAGES TO BE DETERMINED	PB COMMERCIAL	IBC BANK***	REDDY	HRRT****	DOLEX****	WILDCAT/GCA REDDY	TOTAL
ESTIMATED LINEAR FEET OF FRONTAGE PRIOR TO LAND TRANSACTIONS	2968.76	1195.79	1317.75	1890.07	176.18	7642.22	15190.77
PERCENTAGE %	19.5432%	7.8718%	8.6747%	12.4422%	1.1598%	50.3083%	100.0000%
MAXIMUM FUNDING OBLIGATION	\$193,603.15	\$77,981.62	\$85,935.06	\$123,258.03	\$11,489.31	\$498,375.72	\$990,642.89
ACTUAL FUNDING PROVIDED							

PERCENTAGE % (less IBC)	21.2130%		9.4159%	13.5053%	1.2589%	54.6069%	100.0000%
pro-rata portion of IBC contribution	\$16,542.27		\$7,342.65	\$10,531.69	\$981.70	\$42,583.32	\$77,981.62
re-allocated contributions	\$210,145.42		\$93,277.71	\$133,789.72	\$12,471.00	\$540,959.04	\$990,642.89

***To avoid Project redesign to reduce the 6 617 acre drainage tract, the other owners/developers have agreed to proportionally fund on behalf of IBC to satisfy IBC's Maximum Funding Obligation

****PB Commercial provided Substitute Funding on behalf of HRRT and Dolex in accordance with Section V.D of the Cooperative Development Agreement.

EXHIBIT "E"
PROPERTY MAPS AND
METES AND BOUNDS DESCRIPTIONS

Scale: 1" = 50' (21.3147)
 50' 0" 10' 20' 30'
 Graphic Scale in Feet

LEGEND:

- FOUND BOUNDARY MONUMENT AS INDICATED
- SET 5/8" I.R. W/CAP (BOUNDARY MONUMENT)
- PROPERTY LINE

ABBREVIATION LEGEND:

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- A.C. ACRES
- SQ. FT. SQUARE FEET
- F.M.D. FOUND
- I.R. IRON ROD
- W.P. WATER LINE EXHAUST
- P.I.P. DRAINAGE EXHAUST
- D.E. DRAINAGE EXHAUST
- W.L.E. WATER LINE EXHAUST
- TEMP. TEMPORARY
- HCOR. HARRIS COUNTY RECORDS
- WREC. WATERSIDE RECORDS
- HARRIS COUNTY FLOOD CONTROL DISTRICT
- M.C.F.C.D. METRO CENTRAL FLOOD CONTROL DISTRICT
- C.C.F. COUNTY CLERK FILE NO.
- D.P.R.P. DEPARTMENT OF PUBLIC SAFETY
- REAL PROPERTY OF HARRIS COUNTY

JAG ENGINEERING, INC.
 10000 WEST 125TH STREET, SUITE 100
 HOUSTON, TEXAS 77077-1000
 PHONE: 281.488.1111 FAX: 281.488.1114
 www.jag-engineering.com

PREPARED BY: JAG
DATE: 5-14-14

PROJECT: BUFFALO SPEEDWAY EXTENSION
 RIGHT-OF-WAY MAP

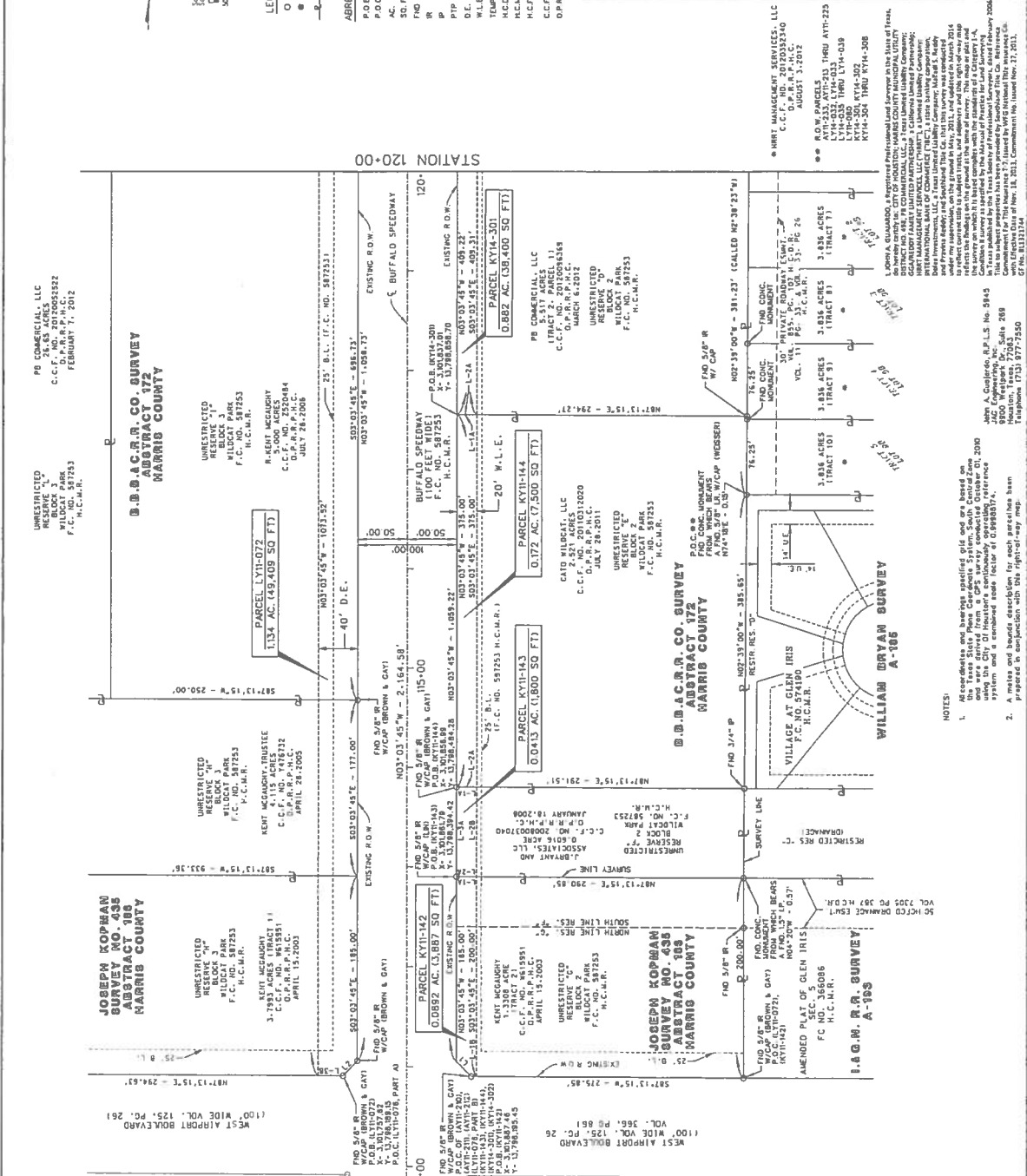
CITY OF HOUSTON
 PUBLIC WORKS AND
 ENGINEERING DEPARTMENT

APPROVAL:
 [Signature]
 DATE: 5/14/14

KEY MAP NO. 517
 SHEET NO. 322B
 RIGHT OF WAY SECTION

PARCEL NO.
 1011-021
 1011-012, 1011-011, 111-114
 1011-031

FILE NO. H-001021-001-3
SHEET NO. 4 OF 23



LINE	BEARING	DISTANCE
L-1	N 47° 55' 15" W	21.27'
L-2	S 47° 04' 45" W	21.16'
L-3A	N 03° 03' 45" W	90.00'
L-1A	N 87° 31' 15" E	20.00'
L-1B	S 87° 31' 15" W	3.00'
L-2A	S 87° 31' 15" W	20.00'
L-2B	S 03° 03' 45" E	50.00'
L-3B	S 87° 31' 15" W	25.00'

NOTES:

- Metes and bounds and bearings specified are based on the Texas State Plane Coordinate System, South Central Zone. The bearings and distances are based on the National Grid system and a spheroidal model factor of 0.9998374.
- A mesa and bound description for each parcel herein has been prepared in conjunction with this right-of-way map.

JOSEPH KOPMAN SURVEY NO. 436 HARRIS COUNTY
 UNRESTRICTED RESERVE "H" BLOCK 3 WILDCAT PARK F.C. NO. 587253 H.C.M.R.
 KENT MCGAUGHY TRUSTEE 4.15 ACRES C.C.F. NO. 2920484 D.P.R.P. NO. 1112 APRIL 28, 2005

B.D.B.A.C.R.R. CO. SURVEY ABSTRACT 172 HARRIS COUNTY
 UNRESTRICTED RESERVE "H" BLOCK 3 WILDCAT PARK F.C. NO. 587253 H.C.M.R.
 KENT MCGAUGHY TRUSTEE 4.15 ACRES C.C.F. NO. 2920484 D.P.R.P. NO. 1112 APRIL 28, 2005

JOSEPH KOPMAN SURVEY NO. 438 HARRIS COUNTY
 UNRESTRICTED RESERVE "H" BLOCK 2 WILDCAT PARK F.C. NO. 587253 H.C.M.R.
 KENT MCGAUGHY TRUSTEE 4.15 ACRES C.C.F. NO. 2920484 D.P.R.P. NO. 1112 APRIL 28, 2005

I.G.R.R. SURVEY A-100
 F.C. NO. 365086 H.C.M.R.

WILLIAM DRYAN SURVEY A-100
 UNRESTRICTED RESERVE "H" BLOCK 3 WILDCAT PARK F.C. NO. 587253 H.C.M.R.

PARCEL KY11-142
 0.0822 AC. (3,887 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY11-143
 0.0413 AC. (1,800 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY11-144
 0.172 AC. (7,500 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-301
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-302
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-303
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-304
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-305
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-306
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-307
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-308
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-309
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-310
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-311
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-312
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-313
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-314
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-315
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-316
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-317
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-318
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-319
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

PARCEL KY14-320
 0.882 AC. (38,400 SQ FT) W/CAP (IRON & GAY) F.M.D. 11/11/2012 P.O.C. (L111-021) P.O.B. (L111-021) X-33,786,381.5 Y-33,786,381.5

LINE	BEARING	DISTANCE
L33	N 69°14'03" E	100.00
L34	N 07°41'09" W	20.97
L35	N 88°33'21" W	67.94
L36	N 88°33'21" W	91.62
L37	S 88°33'21" E	85.82
L38	S 88°33'21" E	20.97
L39	N 45°46'49" E	20.97
L40	S 02°41'09" E	31.89
L41	S 02°41'09" E	20.11
L42	S 42°52'32" E	20.97
L43	S 42°52'32" E	20.97
L44	S 87°41'12" W	22.69
L45	S 87°41'12" W	46.28

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C3172	46°00'00"	2,150.00'	1,316.60'	N 07°24'46" E	1,691.07'
C3173	46°00'00"	2,170.00'	1,344.00'	S 07°16'14" W	1,691.97'
C344	46°00'00"	2,150.00'	1,316.60'	N 07°24'46" W	1,691.67'
C43E	25°10'15"	2,010.00'	883.00'	N 15°10'11" E	875.94'
C43F	25°10'15"	2,000.00'	862.89'	S 15°02'24" W	856.55'
C52	11°41'00"	2,000.00'	410.09'	N 21°15'21" E	417.37'
C53	11°41'00"	2,000.00'	33.38'	N 14°56'47" E	33.38'
C54	11°29'55"	2,000.00'	411.41'	N 08°43'51" E	410.72'
C55	11°29'55"	2,000.00'	739.25'	N 10°25'25" W	703.54'
C56	00°54'08"	2,000.00'	706.94'	N 09°28'20" W	703.44'
C57	00°54'08"	2,000.00'	32.28'	N 20°18'09" W	32.28'
C58	19°57'27"	460.00'	544.35'	S 78°44'23" E	156.85'
C59	19°57'27"	460.00'	386.73'	S 44°50'19" E	375.44'
C60	48°10'10"	460.00'	386.73'	S 44°50'19" E	375.44'

WILLIAM BRYAN SURVEY ABSTRACT 198
 HARRIS COUNTY
 41.2366 ACRES
 C.C.F. NO. 20130452851
 SUPPLEMENTAL RECORD
 SEPTEMBER 4, 2013

B.D.B. & C.R.R. CO. SURVEY NO. 1020
 HARRIS COUNTY
 41.2366 ACRES
 C.C.F. NO. 20130452851
 SUPPLEMENTAL RECORD
 SEPTEMBER 4, 2013

PARCEL AT14-085
 6.9793 AC (304.017 SQ FT)
 0.8059 AC (35.105 SQ FT)

LEGEND:
 O FOUND BOUNDARY MONUMENT AS INDICATED
 ● SET 5/8" IR #1/2" (BOUNDARY MONUMENT)
 ○ PROPERTY LINE

ABBREVIATION LEGEND:
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCING
 A.C. ACRES
 S.D. FT. SQUARE FEET
 F.M.D. FOUND MONUMENT
 P.I.P. PICKED TOP POLE
 D.E. DRAINAGE EASEMENT
 W.L.E. WATER LINE EASEMENT
 T.E.M.P. TEMPORARY
 H.C.M.R. HARRIS COUNTY MAINTENANCE RECORDS
 H.C.F.D. HARRIS COUNTY FLOOD CONTROL DISTRICT
 C.C.F. H.C. COUNTY CLERK FILE NO.
 O.P.R.P.H.C. OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY
 P.P. POWER POLE

JAG ENGINEERING, INC.
 1101 WEST 17TH STREET, SUITE 200
 HOUSTON, TEXAS 77058
 (713) 271-7246 FAX (713) 271-7247

APPROVED: *[Signature]*
 SURVEYED BY: JAG
 FIELD NO. 16314

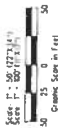
BUFFALO SPEEDWAY EXTENSION
RIGHT-OF-WAY MAP

CITY OF HOUSTON
 PUBLIC WORKS AND
 ENGINEERING DEPARTMENT

KEY MAP NO. 2178 SIZE 16" X 22" DATE MAP IS 1/2010
 SURVEY SECTION 1611P-232
 PARCEL NO. AT14-085
 L14-040
 L14-041
 L14-042
 L14-043
 L14-044
 L14-045
 L14-046
 L14-047
 L14-048
 L14-049
 L14-050
 L14-051
 L14-052
 L14-053
 L14-054
 L14-055
 L14-056
 L14-057
 L14-058
 L14-059
 L14-060
 L14-061
 L14-062
 L14-063
 L14-064
 L14-065
 L14-066
 L14-067
 L14-068
 L14-069
 L14-070
 L14-071
 L14-072
 L14-073
 L14-074
 L14-075
 L14-076
 L14-077
 L14-078
 L14-079
 L14-080
 L14-081
 L14-082
 L14-083
 L14-084
 L14-085
 L14-086
 L14-087
 L14-088
 L14-089
 L14-090
 L14-091
 L14-092
 L14-093
 L14-094
 L14-095
 L14-096
 L14-097
 L14-098
 L14-099
 L14-100
 L14-101
 L14-102
 L14-103
 L14-104
 L14-105
 L14-106
 L14-107
 L14-108
 L14-109
 L14-110
 L14-111
 L14-112
 L14-113
 L14-114
 L14-115
 L14-116
 L14-117
 L14-118
 L14-119
 L14-120
 L14-121
 L14-122
 L14-123
 L14-124
 L14-125
 L14-126
 L14-127
 L14-128
 L14-129
 L14-130
 L14-131
 L14-132
 L14-133
 L14-134
 L14-135
 L14-136
 L14-137
 L14-138
 L14-139
 L14-140
 L14-141
 L14-142
 L14-143
 L14-144
 L14-145
 L14-146
 L14-147
 L14-148
 L14-149
 L14-150
 L14-151
 L14-152
 L14-153
 L14-154
 L14-155
 L14-156
 L14-157
 L14-158
 L14-159
 L14-160
 L14-161
 L14-162
 L14-163
 L14-164
 L14-165
 L14-166
 L14-167
 L14-168
 L14-169
 L14-170
 L14-171
 L14-172
 L14-173
 L14-174
 L14-175
 L14-176
 L14-177
 L14-178
 L14-179
 L14-180
 L14-181
 L14-182
 L14-183
 L14-184
 L14-185
 L14-186
 L14-187
 L14-188
 L14-189
 L14-190
 L14-191
 L14-192
 L14-193
 L14-194
 L14-195
 L14-196
 L14-197
 L14-198
 L14-199
 L14-200
 L14-201
 L14-202
 L14-203
 L14-204
 L14-205
 L14-206
 L14-207
 L14-208
 L14-209
 L14-210
 L14-211
 L14-212
 L14-213
 L14-214
 L14-215
 L14-216
 L14-217
 L14-218
 L14-219
 L14-220
 L14-221
 L14-222
 L14-223
 L14-224
 L14-225
 L14-226
 L14-227
 L14-228
 L14-229
 L14-230
 L14-231
 L14-232
 L14-233
 L14-234
 L14-235
 L14-236
 L14-237
 L14-238
 L14-239
 L14-240
 L14-241
 L14-242
 L14-243
 L14-244
 L14-245
 L14-246
 L14-247
 L14-248
 L14-249
 L14-250
 L14-251
 L14-252
 L14-253
 L14-254
 L14-255
 L14-256
 L14-257
 L14-258
 L14-259
 L14-260
 L14-261
 L14-262
 L14-263
 L14-264
 L14-265
 L14-266
 L14-267
 L14-268
 L14-269
 L14-270
 L14-271
 L14-272
 L14-273
 L14-274
 L14-275
 L14-276
 L14-277
 L14-278
 L14-279
 L14-280
 L14-281
 L14-282
 L14-283
 L14-284
 L14-285
 L14-286
 L14-287
 L14-288
 L14-289
 L14-290
 L14-291
 L14-292
 L14-293
 L14-294
 L14-295
 L14-296
 L14-297
 L14-298
 L14-299
 L14-300
 L14-301
 L14-302
 L14-303
 L14-304
 L14-305
 L14-306
 L14-307
 L14-308
 L14-309
 L14-310
 L14-311
 L14-312
 L14-313
 L14-314
 L14-315
 L14-316
 L14-317
 L14-318
 L14-319
 L14-320
 L14-321
 L14-322
 L14-323
 L14-324
 L14-325
 L14-326
 L14-327
 L14-328
 L14-329
 L14-330
 L14-331
 L14-332
 L14-333
 L14-334
 L14-335
 L14-336
 L14-337
 L14-338
 L14-339
 L14-340
 L14-341
 L14-342
 L14-343
 L14-344
 L14-345
 L14-346
 L14-347
 L14-348
 L14-349
 L14-350
 L14-351
 L14-352
 L14-353
 L14-354
 L14-355
 L14-356
 L14-357
 L14-358
 L14-359
 L14-360
 L14-361
 L14-362
 L14-363
 L14-364
 L14-365
 L14-366
 L14-367
 L14-368
 L14-369
 L14-370
 L14-371
 L14-372
 L14-373
 L14-374
 L14-375
 L14-376
 L14-377
 L14-378
 L14-379
 L14-380
 L14-381
 L14-382
 L14-383
 L14-384
 L14-385
 L14-386
 L14-387
 L14-388
 L14-389
 L14-390
 L14-391
 L14-392
 L14-393
 L14-394
 L14-395
 L14-396
 L14-397
 L14-398
 L14-399
 L14-400
 L14-401
 L14-402
 L14-403
 L14-404
 L14-405
 L14-406
 L14-407
 L14-408
 L14-409
 L14-410
 L14-411
 L14-412
 L14-413
 L14-414
 L14-415
 L14-416
 L14-417
 L14-418
 L14-419
 L14-420
 L14-421
 L14-422
 L14-423
 L14-424
 L14-425
 L14-426
 L14-427
 L14-428
 L14-429
 L14-430
 L14-431
 L14-432
 L14-433
 L14-434
 L14-435
 L14-436
 L14-437
 L14-438
 L14-439
 L14-440
 L14-441
 L14-442
 L14-443
 L14-444
 L14-445
 L14-446
 L14-447
 L14-448
 L14-449
 L14-450
 L14-451
 L14-452
 L14-453
 L14-454
 L14-455
 L14-456
 L14-457
 L14-458
 L14-459
 L14-460
 L14-461
 L14-462
 L14-463
 L14-464
 L14-465
 L14-466
 L14-467
 L14-468
 L14-469
 L14-470
 L14-471
 L14-472
 L14-473
 L14-474
 L14-475
 L14-476
 L14-477
 L14-478
 L14-479
 L14-480
 L14-481
 L14-482
 L14-483
 L14-484
 L14-485
 L14-486
 L14-487
 L14-488
 L14-489
 L14-490
 L14-491
 L14-492
 L14-493
 L14-494
 L14-495
 L14-496
 L14-497
 L14-498
 L14-499
 L14-500
 L14-501
 L14-502
 L14-503
 L14-504
 L14-505
 L14-506
 L14-507
 L14-508
 L14-509
 L14-510
 L14-511
 L14-512
 L14-513
 L14-514
 L14-515
 L14-516
 L14-517
 L14-518
 L14-519
 L14-520
 L14-521
 L14-522
 L14-523
 L14-524
 L14-525
 L14-526
 L14-527
 L14-528
 L14-529
 L14-530
 L14-531
 L14-532
 L14-533
 L14-534
 L14-535
 L14-536
 L14-537
 L14-538
 L14-539
 L14-540
 L14-541
 L14-542
 L14-543
 L14-544
 L14-545
 L14-546
 L14-547
 L14-548
 L14-549
 L14-550
 L14-551
 L14-552
 L14-553
 L14-554
 L14-555
 L14-556
 L14-557
 L14-558
 L14-559
 L14-560
 L14-561
 L14-562
 L14-563
 L14-564
 L14-565
 L14-566
 L14-567
 L14-568
 L14-569
 L14-570
 L14-571
 L14-572
 L14-573
 L14-574
 L14-575
 L14-576
 L14-577
 L14-578
 L14-579
 L14-580
 L14-581
 L14-582
 L14-583
 L14-584
 L14-585
 L14-586
 L14-587
 L14-588
 L14-589
 L14-590
 L14-591
 L14-592
 L14-593
 L14-594
 L14-595
 L14-596
 L14-597
 L14-598
 L14-599
 L14-600
 L14-601
 L14-602
 L14-603
 L14-604
 L14-605
 L14-606
 L14-607
 L14-608
 L14-609
 L14-610
 L14-611
 L14-612
 L14-613
 L14-614
 L14-615
 L14-616
 L14-617
 L14-618
 L14-619
 L14-620
 L14-621
 L14-622
 L14-623
 L14-624
 L14-625
 L14-626
 L14-627
 L14-628
 L14-629
 L14-630
 L14-631
 L14-632
 L14-633
 L14-634
 L14-635
 L14-636
 L14-637
 L14-638
 L14-639
 L14-640
 L14-641
 L14-642
 L14-643
 L14-644
 L14-645
 L14-646
 L14-647
 L14-648
 L14-649
 L14-650
 L14-651
 L14-652
 L14-653
 L14-654
 L14-655
 L14-656
 L14-657
 L14-658
 L14-659
 L14-660
 L14-661
 L14-662
 L14-663
 L14-664
 L14-665
 L14-666
 L14-667
 L14-668
 L14-669
 L14-670
 L14-671
 L14-672
 L14-673
 L14-674
 L14-675
 L14-676
 L14-677
 L14-678
 L14-679
 L14-680
 L14-681
 L14-682
 L14-683
 L14-684
 L14-685
 L14-686
 L14-687
 L14-688
 L14-689
 L14-690
 L14-691
 L14-692
 L14-693
 L14-694
 L14-695
 L14-696
 L14-697
 L14-698
 L14-699
 L14-700
 L14-701
 L14-702
 L14-703
 L14-704
 L14-705
 L14-706
 L14-707
 L14-708
 L14-709
 L14-710
 L14-711
 L14-712
 L14-713
 L14-714
 L14-715
 L14-716
 L14-717
 L14-718
 L14-719
 L14-720
 L14-721
 L14-722
 L14-723
 L14-724
 L14-725
 L14-726
 L14-727
 L14-728
 L14-729
 L14-730
 L14-731
 L14-732
 L14-733
 L14-734
 L14-735
 L14-736
 L14-737
 L14-738
 L14-739
 L14-740
 L14-741
 L14-742
 L14-743
 L14-744
 L14-745
 L14-746
 L14-747
 L14-748
 L14-749
 L14-750
 L14-751
 L14-752
 L14-753
 L14-754
 L14-755
 L14-756
 L14-757
 L14-758
 L14-759
 L14-760
 L14-761
 L14-762
 L14-763
 L14-764
 L14-765
 L14-766
 L14-767
 L14-768
 L14-769
 L14-770
 L14-771
 L14-772
 L14-773
 L14-774
 L14-775
 L14-776
 L14-777
 L14-778
 L14-779
 L14-780
 L14-781
 L14-782
 L14-783
 L14-784
 L14-785
 L14-786
 L14-787
 L14-788
 L14-789
 L14-790
 L14-791
 L14-792
 L14-793
 L14-794
 L14-795
 L14-796
 L14-797
 L14-798
 L14-799
 L14-800
 L14-801
 L14-802
 L14-803
 L14-804
 L14-805
 L14-806
 L14-807
 L14-808
 L14-809
 L14-810
 L14-811
 L14-812
 L14-813
 L14-814
 L14-815
 L14-816
 L14-817
 L14-818
 L14-819
 L14-820
 L14-821
 L14-822
 L14-823
 L14-824
 L14-825
 L14-826
 L14-827
 L14-828
 L14-829
 L14-830
 L14-831
 L14-832
 L14-833
 L14-834
 L14-835
 L14-836
 L14-837
 L14-838
 L14-839
 L14-840
 L14-841
 L14-842
 L14-843
 L14-844
 L14-845
 L14-846
 L14-847
 L14-848
 L14-849
 L14-850
 L14-851
 L14-852
 L14-853
 L14-854
 L14-855
 L14-856
 L14-857
 L14-858
 L14-859
 L14-860
 L14-861
 L14-862
 L14-863
 L14-864
 L14-865
 L14-866
 L14-867
 L14-868
 L14-869
 L14-870
 L14-871
 L14-872
 L14-873
 L14-874
 L14-875
 L14-876
 L14-877
 L14-878
 L14-879
 L14-880
 L14-881
 L14-882
 L14-883
 L14-884
 L14-885
 L14-886
 L14-887
 L14-888
 L14-889
 L14-890
 L14-891
 L14-892
 L14-893
 L14-894
 L14-895
 L14-896
 L14-897
 L14-898
 L14-899
 L14-900
 L14-901
 L14-902
 L14-903
 L14-904
 L14-905
 L14-906
 L14-907
 L14-908
 L14-909
 L14-910
 L14-911
 L14-912
 L14-913
 L14-914
 L14-915
 L14-916
 L14-917
 L14-918
 L14-919
 L14-

CURVE DATA			
CURVE	DELTA	RADIUS	CHORD BEARING
C25	57°54'00"	150.00'	S 67°48'48" E
C26	57°54'00"	300.00'	N 67°48'48" W

* CURRENTLY OWNED BY BLUE KNIGHT ENERGY



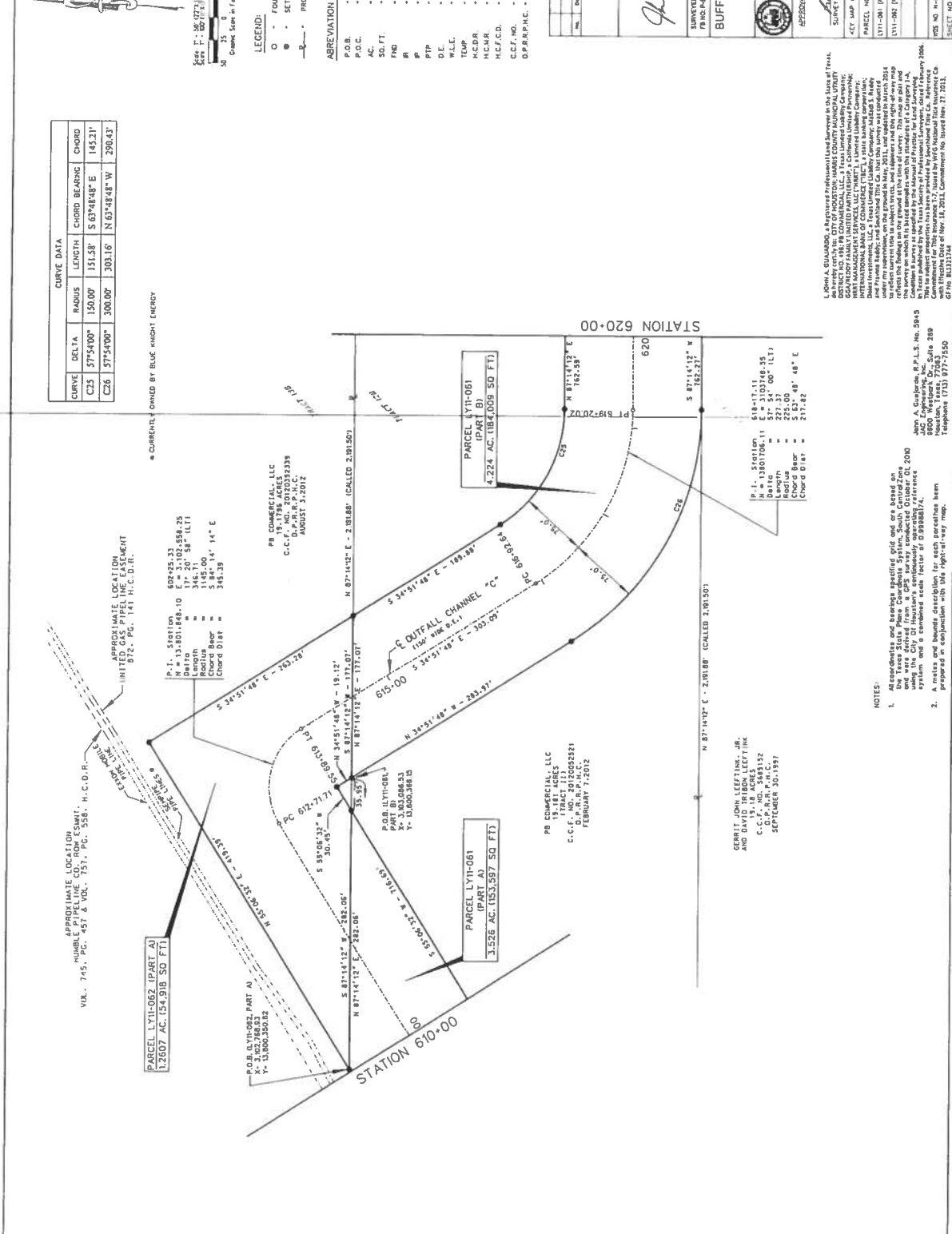
LEGEND:

- - FOUND BOUNDARY MONUMENT AS INDICATED
- ⊙ - SET 5/8" I.B. W/CP BOUNDARY MONUMENT
- - PROPERTY LINE

ABBREVIATION LEGEND:

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- AC. - ACRES
- SQ. FT. - SQUARE FEET
- FND - FOUND
- R - ROD
- IP - IRON PIPE
- D.E. - DRAINAGE EASEMENT
- W.L.E. - WATER LINE EASEMENT
- W.P. - WATER PIPE
- H.C.R.D. - HARRIS COUNTY RECORDS
- H.C.F.D. - HARRIS COUNTY FLOOD CONTROL DISTRICT
- C.C.F. NO. - COUNTY CLERK FILE NO.
- O.P.R.P.H.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY

CURVE DATA			
CURVE	DELTA	RADIUS	CHORD BEARING
C25	57°54'00"	150.00'	S 67°48'48" E
C26	57°54'00"	300.00'	N 67°48'48" W



APPROXIMATE LOCATION
HUMBLE PIPELINE CO. ROW EASEMENT
VUL. 745, PG. 457 & VOL. 757, PG. 558, H.C.D.R.
300' WIDE ROW

PARCEL LY11-062 (PART A)
12807 AC. (54,918 SQ FT.)

PARCEL LY11-061 (PART A)
3,526 AC. (153,597 SQ FT.)

PARCEL LY11-061 (PART B)
4,224 AC. (184,009 SQ FT.)

PARCEL LY11-061 (PART A)
3,526 AC. (153,597 SQ FT.)

PARCEL LY11-061 (PART B)
4,224 AC. (184,009 SQ FT.)

STATION 620+00

STATION 610+00

STATION 600+00

APPROXIMATE LOCATION
INITIATED GAS PIPELINE EASEMENT
VUL. PG. 141, H.C.D.R.

P.O.B. Station
N = 13,480.1848-10 E = 3,102.558-25
Delta = 17° 20' 58" (LTI)
Radius = 1145.00
Chord Bear = S 84° 14' 14" E
Chord Dist = 345.35

P.B. COMMERCIAL, LLC
19,179 ACRES
C.C.F. NO. 207002321
AUGUST 3, 2012

P.B. COMMERCIAL, LLC
19,179 ACRES
C.C.F. NO. 207002321
FEBRUARY 7, 2012

GERRIT JOHN LEEFINK, JR.
19,179 ACRES
C.C.F. NO. 207002321
SEPTEMBER 30, 1997

NOTES:

1. All coordinates and bearing readings are based on the datum and bearings used in the original survey and were derived from a GPS survey conducted October 01, 2010 using a Trimble NetR5 GNSS receiver and a combined radio tower (D99888) for reference.
2. A metes and bounds description for each parcel has been prepared in conjunction with this right-of-way map.

L. JOHN A. GUARDINO, a Registered Professional Land Surveyor in the State of Texas, DISTRICT NO. 10, P.B. COMMERCIAL, LLC, 1 Texas Limited Liability Company, 9000 Westpark Dr., Suite 288 Houston, Texas 77036, is the Surveyor of Record for this survey. The survey was conducted on the premises of the above described property, and the survey was conducted in accordance with the provisions of the Texas Surveying Act, Chapter 81, Texas Government Code, and the rules and regulations of the State Board of Professional Land Surveyors. The survey was conducted on the premises of the above described property, and the survey was conducted in accordance with the provisions of the Texas Surveying Act, Chapter 81, Texas Government Code, and the rules and regulations of the State Board of Professional Land Surveyors. The survey was conducted on the premises of the above described property, and the survey was conducted in accordance with the provisions of the Texas Surveying Act, Chapter 81, Texas Government Code, and the rules and regulations of the State Board of Professional Land Surveyors.



JAG ENGINEERING, INC.
1908 W. 19th St., Suite 100
Houston, Texas 77058
Tel: (713) 977-7900

APPROVED BY: JAG
P. NO. 24-41

APPROVAL: 5/21/14

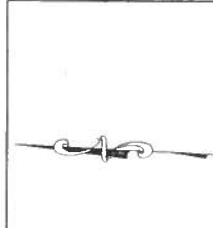
CITY OF HOUSTON
PUBLIC WORKS AND
ENGINEERING DEPARTMENT

RIGHT-OF-WAY SECTION
RIGHT OF WAY SECTION
4EY MAP NO. 379, 378
O&M MAP NO. 332B

PARCEL NO.
LY11-061 (PART A & B)
LY11-062 (PART A)

49086

MAP NO. 14-00214-001-1
SHEET NO. 13 OF 22



Scale: 1" = 50' (VERTICAL)
1" = 100' (HORIZONTAL)
Graphic Scale in Feet
0 25 50

LEGEND:
 ○ FOUND BOUNDARY MONUMENT AS INDICATED
 ● SET 1/2" I.R. W/ COP BOUNDARY MONUMENT
 --- PROPERTY LINE

ABBREVIATION LEGEND:
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCING
 AC. - ACRES
 SQ. FT. - SQUARE FEET
 FAD - FOUND
 R - ROW ROAD
 RP - ROW PIPE
 PIP - PIPED TOP PIPE
 D.C. - DRAINAGE EASEMENT
 W.L.E. - WATER LINE EASEMENT
 TEMP. - TEMPORARY
 K.C.D.R. - HARRIS COUNTY DEED RECORDS
 H.C.F.D. - HARRIS COUNTY FLOOD CONTROL DISTRICT
 C.C.F. NO. - COUNTY CLERK FILE NO.
 O.P.R.P.H.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	04°01'53"	1,930.00'	137.20'	N 06°02'21" E	137.18'
C2	00°24'03"	1,930.00'	13.64'	N 08°18'19" E	13.64'

LINE TABLE

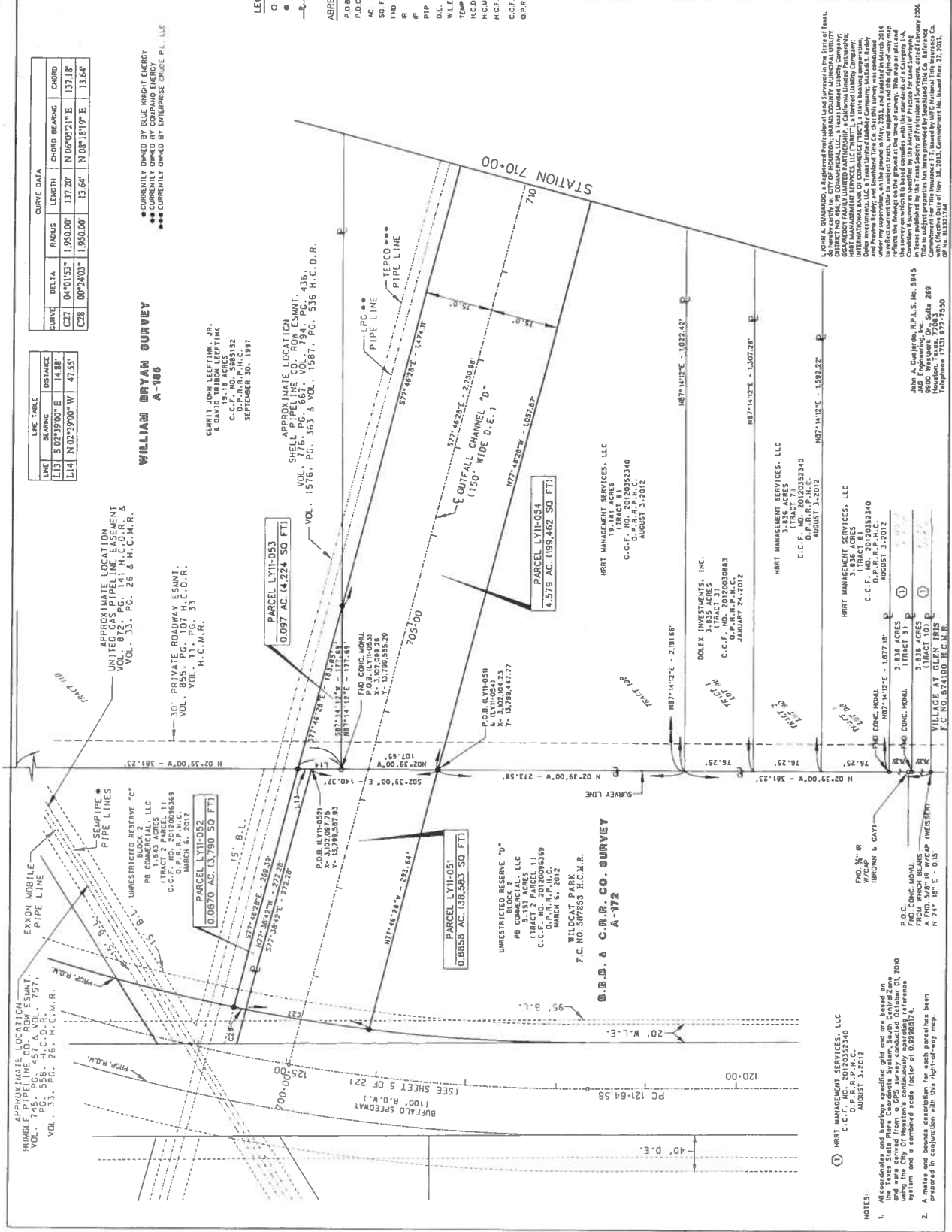
LINE	BEARING	DISTANCE
L13	S 07°59'00" E	14.88'
L14	N 02°39'00" W	47.55'

**WILLIAM BRYAN SURVEY
A-106**

● CURRENTLY OWNED BY BLUE HUNTER ENERGY
 ● CURRENTLY OWNED BY COMPAD ENERGY
 ● CURRENTLY OWNED BY ENTERPRISE GULF P.L.L.C.

GERRIT JOHN LEEFKINS, JR.
 & DANIEL B. LEEFKINS
 C.C.F. NO. 5895152
 DECEMBER 10, 1997
 SEPTEMBER 30, 1997

APPROXIMATE LOCATION
 SHELL PIPELINE CO. ROW ESMNT.
 VOL. 1576, PG. 363 & VOL. 1567, PG. 536 H.C.D.R.



JOHN A. GUJARDO, Registered Professional Land Surveyor in the State of Texas
 DISTRICT NO. 06, P.O. BOX 1000, HOUSTON, TEXAS 77255
 GUJARDO SURVEYING, L.L.C. 1000 HOUSTON, TEXAS 77255
 GUJARDO SURVEYING, L.L.C. 1000 HOUSTON, TEXAS 77255
 INTERNATIONAL BANK OF COMMERCE (TRUST), 1155 BANKING CENTER
 AND TRUST BUILDING, 1155 BANKING CENTER, HOUSTON, TEXAS 77002
 under my supervision, on the ground in May, 2012, and updated in March 2014
 reflects the findings on the ground at the time of survey. This map and plat
 conditions a survey as to be subject to the actual and visible facts on the ground.
 In Texas published by the Texas Society of Professional Surveyors, dated February 2006
 Commitment for This Insurance 1.7, issued by WTC National Title Insurance Co.
 OF No. 81131274

John A. Guarado, R.L.S. No. 5845
 JAG Engineering, Inc.
 9000 Westlake Drive, Suite 289
 Houston, Texas 77036
 Telephone (713) 977-7550

JAG ENGINEERING, INC.
 1000 HOUSTON, TEXAS 77255
 1000 HOUSTON, TEXAS 77255

APPROVED BY: JAG
 FB HD 16-0614

**CITY OF HOUSTON
 ENGINEERING DEPARTMENT**

APPROVAL: *[Signature]*

SURVEY SECTION: RIGHT-OF-WAY SECTION
 KEY MAP NO. 37F
 CHAS MAP NO. 332B
 PARCEL NO. LY11-051 (THIS)
 LY11-054

WES NO. HO-000784-0001-3
 SHEET NO. 20 OF 22

HRT MANAGEMENT SERVICES, LLC
 1 TRACT B1
 C.C.F. NO. 2012002340
 D.P.R.P.H.C. NO. 3-2012
 AUGUST 3, 2012

DOLEX INVESTMENTS, INC.
 1 TRACT B1
 C.C.F. NO. 2012000883
 D.P.R.P.H.C. NO. 3-2012
 JANUARY 24, 2012

HRT MANAGEMENT SERVICES, LLC
 1 TRACT B1
 C.C.F. NO. 2012002340
 D.P.R.P.H.C. NO. 3-2012
 AUGUST 3, 2012

P.O.C. CONC. MON. FROM WHICH BEARS
 FAD 3/2" W/ COP (W/ EMBLEM)
 N 74° 48' 0" E 0.0

NOTES:
 1. Accuracies and bearings specified grid and are based on
 and were derived from a GPS survey conducted October 01, 2010
 using the City of Houston's continuously operating reference
 station and a CORS station located at 03888B/H.
 2. A section was surveyed and plotted in conjunction with the replat survey map
 prepared in conjunction with the replat survey map.

Description

Being a parcel of land for right-of-way acquisition for proposed Buffalo Speedway Extension (100' wide), containing 0.1109 acres (4,830 sq. ft.) of land and being out of a certain 5.517 acre reserve described in the deed to P.B. Commercial, LLC, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120096369 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, same being an Unrestricted Reserve "D", Block 2 of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the B.B.B. & C. R.R. Co. Survey, Abstract no. 172, City of Houston, Harris County, Texas, said 0.1109 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8-inch iron rod with cap found at the southeast cut-back corner at the intersection of the north right-of-way line of West Airport Boulevard (100' wide) and the east right-of-way line of Buffalo Speedway (100' wide) according to the plat of Street Dedication Map, West Airport Blvd, Buffalo Speedway, & Landmark Dr., as recorded in Volume 125, Page 26 of the M.R.H.C., Texas;

Thence, North 47° 55' 15" West, with said cut-back line, a distance of 21.27 feet to a point for the northwest cut-back corner at the intersection of the north right-of-way line of West Airport Boulevard and east right-of-way line of Buffalo Speedway;

Thence North 03° 03' 45" West, a distance of 1,059.22 feet along said east right-of-way line of Buffalo Speedway to a set 5/8-inch iron rod with cap marking the beginning of a tangent curve to the right in the proposed east right-of-way line of Buffalo Speedway for the **POINT OF BEGINNING** and the south corner of the herein described parcel having State Plane Coordinates of X= 3,101,815.16, Y= 13,799,267.29;

Thence, North 03° 03' 45" West, a distance of 387.88 feet along said east right-of-way line of Buffalo Speedway to a point in the said existing east right-of-way line of Buffalo Speedway being the common westerly corner between said 5.517 acre Unrestricted Reserve "D" and a 1.543 acre Unrestricted Reserve "C" of Block 2 of said Wildcat Park subdivision for the northwest corner of the herein described parcel;

Thence, South 77° 36' 42" East, a distance of 38.36 feet along said common line between said Unrestricted Reserve "D" and Unrestricted Reserve "C" to a 5/8-inch iron rod with cap set at the northeast corner of the herein described parcel also being in the proposed east right-of-way line of the proposed Buffalo Speedway Extension (100 feet wide);

PARCEL NO.	AY11-210
WDS NO.	N-000789-0001-3
DWG NO.	49096

B.B.B. & C.R.R. CO. Survey
Abstract No. 172
Harris County, Texas

Right-of-Way
Parcel AY11-210
0.1109 acre (4,830 sq. ft.)
Page 2 of 2

Thence, along the proposed east right-of-way line of the proposed Buffalo Speedway Extension southwesterly along a curve to the left a distance of 380.06 feet having a radius of 1,950.00 feet, a chord bearing of South 02° 31' 17" West, a chord distance of 379.46 feet and central angle of 11° 10' 01" for the south corner and the **POINT OF BEGINNING** of the herein described parcel containing 0.1109 acres (4,830 sq. ft.).

Notes:

1. All set iron rods with caps are stamped "JAG 5945"
2. All bearings are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 5 of 22).

JAG Engineering, Inc.
Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269
Houston, TX 77063
(713) 977-7550 (ph.)
(713) 977-7317 (fax)



PARCEL NO.	AY11-210
JOB NO.	N-000784-00013
DWG NO.	49096

CHECKED: [Signature]
DATE: 5/02/14
APPROVED: [Signature]

[Signature]

3-19-14

John A. Guajardo
R.P.L.S. No. 5945

Date:

Description

Being a parcel of land for right-of-way acquisition for proposed Buffalo Speedway Extension (100' wide), containing 0.1336 acres (5,821 sq. ft.) of land and being out of a certain 1.543 acre reserve described in the deed to P.B. Commercial, LLC, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120096369 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, and being all of an Unrestricted Reserve "C", Block 2 of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the B.B.B. & C. R.R. Co. Survey, Abstract no. 172, City of Houston, Harris County, Texas, said 0.1336 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8-inch iron rod with cap found at the southeast cut-back corner at the intersection of the north right-of-way line of West Airport Boulevard (100' wide) and the east right-of-way line of Buffalo Speedway (100' wide) according to the plat of Street Dedication Map, West Airport Blvd, Buffalo Speedway, & Landmark Dr., as recorded in Volume 125, Page 26 of the M.R.H.C., Texas;

Thence, North 47° 55' 15" West, with said cut-back line, a distance of 21.27 feet to a point for the northwest cut-back corner at the intersection of the north right-of-way line of West Airport Boulevard and east right-of-way line of Buffalo Speedway;

Thence, North 03° 03' 45" West, a distance of 1,447.10 feet along said east right-of-way line of Buffalo Speedway to a point in the existing east right-of-way line of Buffalo Speedway and being the common northwest corner of Unrestricted Reserve "D" and the southwest corner of said Unrestricted Reserve "C", Block 2 of said Wildcat Park subdivision, for the southwest corner and the POINT OF BEGINNING of the herein described parcel having Texas State Plane Coordinates of X= 3,101,794.38, Y= 13,799,654.56;

Thence, North 03° 03' 45" West, a distance of 88.71 feet along said east right-of-way line of Buffalo Speedway to a 5/8-inch iron rod with cap found on the said existing east right-of-way line of Buffalo Speedway and marking the common northwest corner of said Unrestricted Reserve "C" and the southwest corner of Unrestricted Reserve "B", Block 2, of said Wildcat park subdivision;

Thence, North 55° 05' 56" East, a distance of 83.37 feet along the said common line between said Unrestricted Reserve "C" and Unrestricted Reserve "B" to a 5/8-inch iron rod with cap set for the northeast corner of the herein described parcel also being in the proposed east right-of-way line of the proposed Buffalo Speedway Extension (100 feet wide);

PARCEL NO.	AY11-211
WB#	N-000784-0001-3
SEB NO.	
DWG NO.	49096

B.B.B. & C.R.R. CO. Survey
Abstract No. 172
Harris County, Texas

Right-of-Way
Parcel AY11-211
0.1336 acres (5,821 sq. ft.)
Page 2 of 2

Thence, along the said proposed east right-of-way line of the Buffalo Speedway Extension, in a southwesterly direction along a curve to the left a distance of 146.89 feet having a radius of 1,950.00 feet, a chord bearing of South 10° 15' 46" West, a chord distance of 146.86 feet, and a central angle of 04° 18' 58", to a 5/8-inch iron rod with cap set on said proposed east right-of-way of Buffalo Speedway Extension for the southeast corner of the herein described parcel; and being on the said common line between Unrestricted Reserve "D" and Unrestricted Reserve "C";

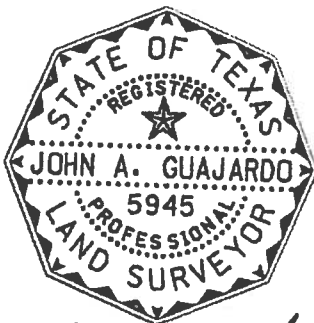
Thence, North 77° 36' 42" West a distance of 38.36 feet along said common line between Unrestricted Reserve "D" and Unrestricted Reserve "C" to the existing east right-of-way line of Buffalo Speedway for the southwest corner and the **POINT OF BEGINNING** of the herein described parcel containing 0.1336 acres (5,821 sq. ft.).

Notes:

1. All set iron rods with caps are stamped "JAG 5945"
2. All bearings are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83.
3. All coordinates are grid and may be converted to surface by multiplying by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 5 of 22).

JAG Engineering, Inc.
Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269
Houston, TX 77063
(713) 977-7550 (ph.)
(713) 977-7317 (fax)

PARCEL NO.	AY11-211
WBS NO.	N-000784-0001-3
DWG NO.	49096



CHECKED: Alan...
DATE: 5/02/2014
APPROVED: JAG

John A. Guajardo

3-19-14

John A. Guajardo
R.P.L.S. No. 5945

Date:

Description

Being a parcel of land for right-of-way acquisition for the proposed Buffalo Speedway Extension (100' wide), containing 1.6047 acres (69,900 sq. ft.) of land and being out of a certain 4.361 acre reserve described in the deed to PB Commercial, LLC, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120096369 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, same being all of an Unrestricted Reserve "B", Block 2 of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the B.B.B. & C. R.R. Co. Survey, Abstract no. 172, City of Houston, Harris County, Texas, said 1.6047 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8-inch iron rod with cap found at the southeast cut-back corner at the intersection of the north right-of-way line of West Airport Boulevard (100' wide) and the east right-of-way line of Buffalo Speedway (100' wide) according to said plat of Wildcat Park;

Thence, North 47° 55' 15" West, with said cut-back line, a distance of 21.27 feet to a point for the northwest cut-back corner at the intersection of the north right-of-way line of West Airport Boulevard and east right-of-way line of Buffalo Speedway;

Thence, North 03° 03' 45" West, a distance of 1,535.81 feet along the existing east right-of-way line of Buffalo Speedway to a 5/8-inch iron rod with cap found in said right-of-way marking the northwest corner of a 1.543 acre Unrestricted Reserve "C" and the southwest corner of said Unrestricted Reserve "B", Block 2, of said Wildcat Park subdivision for the southwest corner and the **POINT OF BEGINNING** of the herein described parcel having State Plane Coordinates of X= 3,101,789.64, Y= 13,799,743.13;

Thence, North 03° 03' 45" West, a distance of 155.69 feet along the existing east right-of-way line of Buffalo Speedway also being the west line of said Unrestricted Reserve "B" to a set 5/8-inch iron rod with cap for the most northerly southwest corner of the herein described parcel and being at the intersection between the proposed west right-of-way line of the Buffalo Speedway Extension (100 feet wide) and the existing east right-of-way line of Buffalo Speedway;

Thence, along the proposed west right-of-way line of the proposed Buffalo Speedway Extension being a curve to the right, a distance of 308.38 feet having a radius of 2,050.00 feet, a chord bearing North 19° 12' 42" East, a chord distance of 308.09 feet, and a central angle of 08° 37' 09" to a set 5/8-inch iron rod with cap marking the tangent point in the proposed east right-of-way line of the proposed Buffalo Speedway Extension;

PARCEL NO.	AY11-212
WB NO.	N-000784-0001-3
DWG NO.	19096

B.B.B. & C.R.R. CO. Survey
Abstract No. 172
Harris County, Texas

Right-of-Way
Parcel AY11-212
1.6047 acres (69,900 sq. ft.)
Page 2 of 3

Thence, North 23° 31' 16" East, continuing along the proposed west right-of-way line of the Buffalo Speedway Extension a distance of 315.11 feet to a 5/8-inch iron rod with cap set for the northeast corner of the herein described parcel marking the intersection between said proposed west right-of-way line of the Buffalo Speedway Extension and the southerly right-of-way line of Wildcat Park Drive (60 feet wide);

Thence, North 76° 27' 06" East, a distance of 48.94 feet along the southerly right-of-way line of Wildcat Park Drive to the point of intersection with the east line of said Wildcat Park subdivision for the most easterly northeast corner of the herein described parcel;

Thence, South 02° 39' 00" East, a distance of 138.19 feet along the east line of said Wildcat Park subdivision being common with the west line of a called 19.1796 acre tract as described in the deed to PB Commercial, LLC, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120352339 O.P.R.R.P.H.C., Texas, same being Tract 13B of the Partition Of The Settegast Heirs And The Heirs Of Sophie M. Lewis, as shown on the map recorded in Volume 11, Page 33 of the M.R.H.C., Texas, to a 5/8-inch iron rod with cap set at the intersection with the proposed east right-of-way line of the Buffalo Speedway Extension for the northeast corner of the herein described parcel;

Thence, South 23° 31' 16" West, along the proposed east right-of-way line of Buffalo Speedway a distance of 220.58 feet to a set 5/8-inch iron rod with cap marking the beginning of a tangent curve to the left in the said proposed east right-of-way line of Buffalo Speedway;

Thence, continuing along the said proposed east right-of-way line of the Buffalo Speedway Extension, being a curve to the left a distance of 377.79 feet having a radius of 1,950.00 feet, a chord bearing of South 17° 58' 16" West, a chord distance of 377.20 feet, and a central angle of 11° 06' 01", to a set 5/8-inch iron rod with cap marking the intersection of said proposed east right-of-way line with the common line between the said Unrestricted Reserve "C" and Unrestricted Reserve "B" for the southeast corner of the herein described parcel of land;

Thence, South 55° 05' 56" West, a distance 83.37 feet along said common line between said Unrestricted Reserve "C" and Unrestricted Reserve "B" to the southerly southwest corner and the **POINT OF BEGINNING** of herein described parcel containing 1.6047 acres (69,900 sq. ft.).

PARCEL NO.	AY11-212
WBS JOB NO.	N-000784-0001-3
DWG NO.	99096

B.B.B. & C.R.R. CO. Survey
Abstract No. 172
Harris County, Texas

Right-of-Way
Parcel AY11-212
1.6047 acres (69,900 sq. ft.)
Page 3 of 3

Notes:

1. All set iron rods with caps are stamped "JAG 5945"
2. All bearings are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 5 & 6 of 22).

JAG Engineering, Inc.
Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269
Houston, TX 77063
(713) 977-7550 (ph.)
(713) 977-7317 (fax)



John A. Guajardo

4-02-14

John A. Guajardo
R.P.L.S. No. 5945

Date:

PARCEL NO.	<i>AY11-212</i>
WBS NO.	<i>N-0007840001-3</i>
DWG NO.	<i>49096</i>

CHECKED: *[Signature]*

DATE: *5/03/2014*

APPROVED: *[Signature]*

Description

Being a parcel of land for right-of-way acquisition for the Buffalo Speedway Extension (100 feet wide) containing 0.0047 acres (204 sq. ft.) of land and being out of a certain 3.788 acre reserve described in the deed to PB Commercial, LLC, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120099639 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, same being all of an Unrestricted Reserve "A", Block 1 of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the B.B.B. & C.R.R. Company Survey Abstract No. 172, City of Houston, Harris County, Texas, said 0.0047 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING, at a found concrete monument from which a found 5/8-inch iron rod with cap (Weisser) bears North 74° 18' East a distance of 0.15 feet for the northwest corner of Village At Glen Iris, a subdivision recorded under Film Code No. 574190 of the M.R.H.C., Texas and being the southwest corner of a called 3.836 acre tract of land described in the deed to HRRT Management Services, LLC, styled Tract 10, as recorded under H.C.C.F. No. 20120352340 of the O.P.R.R.P.H.C.), Texas, same being Tract 5, Lot 9B as shown on the map of the Partition of the Settegast Heirs and the Heirs of Sophie M. Lewis as recorded in Volume 11, Page 33 of the M.R.H.C., Texas, and being in the east line of said Wildcat Park subdivision;

Thence, North 02° 39' 00" West, a distance of 1,759.27 feet to a found PK nail marking the intersection of said east line and the northerly right-of-way line of Wildcat Park Drive (60 feet wide) also being the southeast corner of said 3.788 acre Unrestricted Reserve "A", Block 1 of Wildcat Park subdivision, and being on the west line of a 19.1796 acre tract described in the deed to PB Commercial, LLC as recorded under 20120352339, same being Tract 13B of said Settegast Partition, for the southeast corner and the **POINT OF BEGINNING** of said herein described parcel of land, having Texas State Plane Coordinates of X= 3,102,053.18, Y= 13,800,550.86;

Thence, South 76° 27' 06" West, a distance of 15.17 feet along the common line between the northerly right-of-way line of Wildcat Park Drive and the south line of said 3.788 acre Unrestricted Reserve "A" to a 5/8-inch iron rod with cap set on the proposed west right-of-way line of Buffalo Speedway for the southwest corner of the herein described parcel;

Thence, North 23° 31' 16" East, a distance of 33.77 feet along the proposed west right-of-way line of Buffalo Speedway to a set 5/8-inch iron rod with cap marking the north corner of the herein described parcel and being at the intersection of said east line of said Wildcat Park subdivision and the proposed west right-of-way line of Buffalo Speedway;

PARCEL NO.	AY11-213
WBS JOB NO.	N000784-0001-3
DWG NO.	49096

B.B.B. & C.R.R. CO. Survey
Abstract No. 172
Harris County, Texas

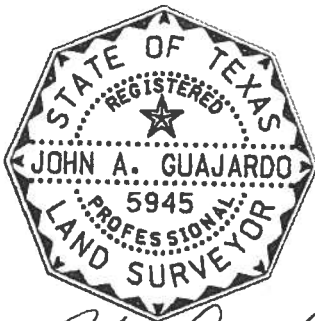
Right-of-Way
Parcel AY11-213
0.0047 acres (204 sq. ft.)
Page 2 of 2

Thence, South 2° 39' 00" East, a distance of 27.44 feet along the common east line of said Wildcat Park subdivision and the herein described parcel for the southeast corner and the **POINT OF BEGINNING** of the herein described parcel containing 0.0047 acres (204 sq. ft.)

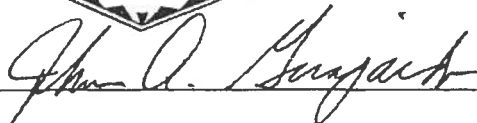
Notes:

1. All set iron rods with caps are stamped "JAG 5945"
2. All bearings are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 6 of 22).

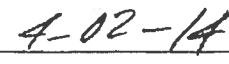
JAG Engineering, Inc.
Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269
Houston, TX 77063
(713) 977-7550 (ph.)
(713) 977-7317 (fax)




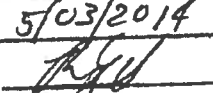
PARCEL NO.	AY11-213
WBS NO.	N-000784-0001-3
DWG NO.	49096



John A. Guajardo
R.P.L.S. No. 5945



Date:

CHECKED: 
DATE: 5/03/2014
APPROVED: 

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-233
0.5950 acres (25,917 sq. ft.)
Page 1 of 3

Description

Being a parcel of land for right-of-way acquisition for the proposed Buffalo Speedway Extension (100' wide), containing 0.5950 acres (25,917 sq. ft.) of land and being out of a certain 19.1796 acre tract described in the deed to PB Commercial, LLC, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120352339, of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, same being Tract 13B as shown on the map of the Partition Of The Settegast Heirs And The Heirs Of Sophie M. Lewis (Settegast Partition), as recorded in Volume 11, Page 33 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the William Bryan Survey, Abstract no. 185, City of Houston, Harris County, Texas, said 0.5950 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete monument from which a found 5/8-inch iron rod with cap bears North 74° 18' East a distance of 0.15' in the east line of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the Map Records of Harris County (M.R.H.C.), Texas, said concrete monument also marking the northwest corner of the Village at Glen Iris as recorded under Harris County Film Code No. 574190 of the M.R.H.C., Texas, same being the southwest corner of a called 3.836 acre tract described in the deed to HRRT Management Services, LLC, styled Tract 10, as recorded under H.C.C.F. No. 20120352340 of the O.P.R.R.P.H.C., Texas, same being Tract 5, Lot 9B of said Settegast Partition;

Thence, North 02° 39' 00" West, 1,524.92 feet pass the northwest corner of a called 19.181 acre tract described in the deed to PB Commercial, LLC, styled Tract II, as recorded under H.C.C.F. No. 20120052521 of the O.P.R.R.P.H.C., Texas, same being Tract 12B of said Settegast Partition, and common with the southwest corner of said 19.1796 acre tract, and continuing another 35.06 feet along the west line of said 19.1796 acre tract, same being the east line of said Wildcat Park subdivision for a total distance of 1,559.98 feet to a set 5/8-inch iron rod with cap marking the intersection with the proposed east right-of-way line of Buffalo Speedway for the southeast corner and the **POINT OF BEGINNING** of the herein described parcel having State Plane Coordinates X= 3,102,062.40, Y= 13,800,351.81;

Thence, North 02° 39' 00" West, continuing along the common line between said 19.1796 acre tract and Wildcat Park Subdivision a distance of 226.73 feet to a set 5/8-inch iron rod with cap marking the intersection with the proposed west right-of-way line of Buffalo Speedway for the southwest corner of the herein described parcel;

PARCEL NO.	AY11-233
WB ^S FILE NO.	N-000789-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-233
0.5950 acres (25,917 sq. ft.)
Page 2 of 3

Thence, North 23° 31' 16" East, a distance of 95.71 feet over and across said 19.1976 acre tract along the proposed west right-of-way line of Buffalo Speedway to a set 5/8-inch iron rod with cap marking the beginning of a tangent curve to the left;

Thence, continuing along the proposed west right-of-way line of Buffalo Speedway being a curve to the left a distance of 37.32 feet, having a radius of 1,950.00 feet, a chord bearing of North 22° 58' 22" East, a chord distance of 37.32 feet, and a central angle of 1°05' 48" to a 5/8-inch iron rod with cap set at the intersection with the north line of said 19.1796 acre tract for the northwest corner of the herein described parcel;

Thence, North 87° 14' 12" East, a distance of 109.92 feet along the north line of said 19.1796 acre tract, same being the south line of a called 11.765 acre tract described in the deed to International Bank of Commerce, styled Tract II, as recorded under H.C.C.F. No. 20120189086 of the O.P.R.R.P.H.C., Texas, and being part of Tract 14B of said Settegast Partition, to a set 5/8-inch iron rod with cap marking the intersection with the proposed east right-of-way line of Buffalo Speedway for the northeast corner of the herein described parcel of land;

Thence, over and across said 19.1796 acre tract along a curve to the right a distance of 86.02 feet, having a radius of 2,050.00 feet, a chord bearing of South 22° 19' 09" West, a chord distance of 86.01 feet, and a central angle of 2°24' 15" to a set 5/8-inch iron rod with cap marking the end of tangent curve in the proposed east right-of-way line of Buffalo Speedway and the east line of the herein described parcel of land;

Thence, South 23° 31' 16" West a distance of 299.20 feet along the proposed east right-of-way line of Buffalo Speedway and the east line of the herein described parcel over and across said 19.1796 acre tract to the southerly corner and the **POINT OF BEGINNING** of the herein described parcel containing 0.5950 acres (25,917 sq. ft.) of land.

PARCEL NO.	AY11-233
WBS JOB NO.	N-000784-0001-3
DWG NO.	19096

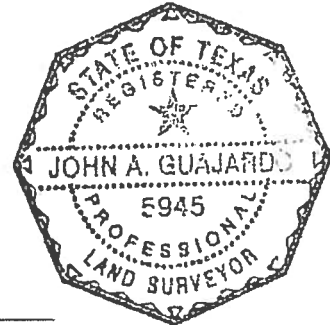
William Bryan Survey
Abstract No. 185
Harris County, Texas

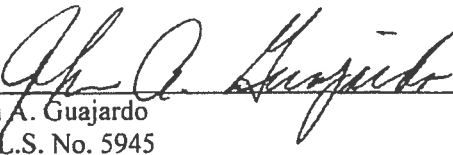
Right-of-Way
Parcel AY11-233
0.5950 acres (25,917 sq. ft.)
Page 3 of 3

Notes:

1. All set iron rods with caps are stamped "JAG 5945".
2. All bearings are based on the Texas State Plane Coordinate System, South Central, Zone 4204, NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 6 of 22).


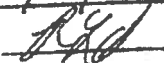
JAG Engineering, Inc., Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269, Houston, TX 77063
(713) 977-7550 (ph.), (713) 977-7317 (fax)




John A. Guajardo
R.P.L.S. No. 5945

4-02-14
Date:

PARCEL NO.	<u>AY11-233</u>
WBS JOB NO.	<u>N-000784-0001-3</u>
DWG NO.	<u>49096</u>

CHECKED: 
DATE: 5/02/2014
APPROVED: 

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-214
0.599 acres (26,086 sq. ft.)
Page 1 of 3

Description

Being a parcel of land for right-of-way acquisition for the proposed Buffalo Speedway Extension (100' wide), containing 0.599 acres (26,086 sq. ft.) of land and being out of a certain called 11.765 acre tract described in the deed to International Bank of Commerce, styled Tract II, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120189086, of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, same being part of Tract 14B as shown on the map of the Partition of the Settegast Heirs and the Heirs of Sophie M. Lewis (Settegast Partition) as recorded in Volume 11, Page 33 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the William Bryan Survey, Abstract no. 185, City of Houston, Harris County, Texas, said 0.599 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete monument from which a found 5/8-inch iron rod with cap (Weisser) bears North 74° 18' East a distance of 0.15' in the east line of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the Map Records of Harris County (M.R.H.C.), Texas, said concrete monument also marking the northwest corner of the Village At Glen Iris as recorded under Harris County Film Code No. 574190 of the M.R.H.C., Texas, and marking the southwest corner of a called 3.836 acre tract described in the deed to HRRT Management Services, styled Tract 10, as recorded under H.C.C.F. No. 20120352340 of the O.P.R.R.P.H.C., Texas, same being Tract 5, Lot 9B of said Settegast Partition;

Thence, North 02° 39' 00" West, along the east line of said Wildcat Park subdivision a distance of 1,524.92 feet pass the northwest corner of a called 19.181 acre tract described in the deed to PB Commercial, LLC, styled Tract II (Tract 12B of said Settegast Partition), as recorded under H.C.C.F. No. 20120052521 of the O.P.R.R.P.H.C., Texas, same being the southwest corner of a called 19.1796 acre tract described in the deed to PB Commercial, LLC, (Tract 13B of said Settegast Partition), as recorded under H.C.C.F. 20120352339 of the O.P.R.R.P.H.C., Texas, and continuing another 381.23 feet along the west line of said 19.1796 acre tract for a total distance of 1,906.15 feet to a found concrete monument (top broken) marking the common northwest corner of said 19.1796 acre tract and the southwest corner of said 11.765 acre tract;

PARCEL NO.	AY11-214
W85 W85	N-000784-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-214
0.599 acres (26,086 sq. ft.)
Page 2 of 3

Thence, North 87° 14' 12" East along the common line between said 19.1796 acre tract and said 11.765 acre tract a distance of 58.36 feet to a 5/8-inch iron rod with cap set at the intersection with the proposed west right-of-way line of Buffalo Speedway for the southwest corner and the **POINT OF BEGINNING** of the herein described parcel having State Plane Coordinates X= 3,102,104.67, Y= 13,800,700.38;

Thence, along the proposed west right-of-way line of Buffalo Speedway, over and across said 11.765 acre tract being a curve to the left a distance of 262.45 feet, having a radius of 1,950.00 feet, a chord bearing of North 18° 34' 08" East, a chord distance of 262.25 feet, and a central angle of 7° 42' 41" to a 5/8-inch iron rod with cap set at the intersection with the common north line of said 11.765 acre tract and the south line of a 185-foot Houston Lighting & Power (HL&P) right-of-way as recorded in Volume 647, Page 449, Volume 652, Page 205, Volume 1712, Page 100, and Vol. 3593, Page 339 of the deed records of Harris County, Texas for the northwest corner of the herein described parcel of land;

Thence, North 87° 52' 20" East, continuing along the said common line between said 11.765 acre tract and said HL&P right-of-way a distance of 104.25 to a 5/8-inch iron rod with cap set on the proposed east right-of-way line of Buffalo Speedway for the northwest corner of the herein described parcel;

Thence, over and across said 11.765 acre tract along the proposed east right-of-way line of Buffalo Speedway being a curve to the right a distance of 259.33 feet, having a radius of 2050.00 feet, a chord bearing of South 17° 29' 34" West, a chord distance of 259.16 feet, and a central angle of 7° 14' 53" to a 5/8-inch iron rod with cap set at the intersection with the common north line of said 19.1796 acre tract and the south line of said 11.765 acre tract for the southeast corner of the herein described parcel of land;

Thence, South 87° 14' 12" West, a distance of 109.92 along said common line between the said 19.1796 acre tract and 11.765 acre tract to the southwest corner and the **POINT OF BEGINNING** of the herein described parcel of land containing 0.599 acres (26,086 sq. ft.) of land.

PARCEL NO.	AY11-214
WBS JOB NO.	N-000784001-3
DWG NO.	19096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-214
0.599 acres (26,086 sq. ft.)
Page 3 of 3

Notes:

1. All set iron rods with caps are stamped "JAG 5945"
2. All bearings are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83.
3. All coordinates are grid and may be converted to surface by multiplying by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 6 of 22).

JAG Engineering, Inc.
Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269
Houston, TX 77063
(713) 977-7550 (ph.)
(713) 977-7317 (fax)



John A. Guajardo

4-02-14

John A. Guajardo
R.P.L.S. No. 5945

Date:

PARCEL NO.	<i>AY11-214</i>
WBS NO.	<i>N-000784-0001-3</i>
DWG NO.	<i>49096</i>

CHECKED: *[Signature]*
DATE: *5/02/2014*
APPROVED: *[Signature]*

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-215
0.437 acres (19,053 sq. ft.)
1 of Page 1 of 2

Description

Being a parcel of land for right-of-way acquisition for the proposed Buffalo Speedway Extension (100' wide), containing 0.437 acres (19,053 sq. ft.) of land and being out of a Houston Lighting and Power (HL&P) 185-foot wide right-of-way as described in the deeds to Houston Lighting and Power as recorded under Volume 647, Page 449, Volume 652, Page 205, Volume 1712, Page 100, and Volume 3593, Page 339 of Harris County Deed Records (H.C.D.R.), Texas, and being part of Tract 14A and Tract 14B of the Partition Of The Settegast Heirs And The Heirs Of Sophie M. Lewis (Settegast Partition) as shown on the map recorded in Volume 11, Page 33 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the William Bryan Survey, Abstract no. 185, City of Houston, Harris County, Texas, said 0.437 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete monument from which a found 5/8-inch iron rod with cap (Weisser) bears North 74° 18' East a distance of 0.15' in the east line of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the M.R.H.C., Texas, said concrete monument also marking the northwest corner of the Village At Glen Iris as recorded under Harris County Film Code No. 574190 of the M.R.H.C., Texas, same being the southwest corner of a called 3.836 acre tract described in the deed to HRRT Management Services, LLC, styled Tract 10, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120352340 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, same being Tract 5, Lot 9A of said Settegast Partition;

Thence, North 02° 39' 00" West, along the east line of said Wildcat Park subdivision a distance of 2,152.13 feet to a found 5/8-inch iron rod with cap (Brown & Gay), from which a found 5/8-inch iron rod with cap (Lin) bears N 2° 39' 00" a distance of 8.90 feet, marking the northeast corner of said Wildcat Park subdivision, same being the northeast corner of a 3.788 acre Unrestricted Reserve "A", Block 1 of said Wildcat Park subdivision described in the deed to P.B. Commercial, LLC, as recorded under H.C.C.F. No. 20120096369 of the O.P.R.R.P.H.C., Texas, same being the northwest corner of a called 11.765 acre tract, described in the deed to International Bank of Commerce, styled Tract II, as recorded under H.C.C.F. No. 20120189086 of the O.P.R.R.P.H.C., Texas, same being part of Tract 14B of said Settegast Partition, and being on the south right-of-way line of said HL&P 185 foot wide right-of-way;

Thence, North 87° 52' 20" East a distance of 153.28 feet along the common north line between the said 11.765 acre tract and the south line of said 185 foot wide HL&P right-of-way to a 5/8-inch iron rod with cap set at the intersection with the proposed west right-of-way line of the Buffalo Speedway Extension for the southwest corner and the **POINT OF BEGINNING** of the herein described parcel having State Plane Coordinates X= 3,102,188.17, Y= 13,800,948.95;

PARCEL NO.	AY11-215
WBS JOB NO.	N-000784-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-215
0.437 acres (19,053 sq. ft.)
2 of Page 2 of 2

Thence, along the proposed west right-of-way line of Buffalo Speedway, over and across said 185 foot wide HL&P right-of-way, along a curve to the left a distance of 190.82 feet, having a radius of 1,950.00 feet, a chord bearing of North 11° 54' 35" East, a chord distance of 190.75 feet, and a central angle of 5° 36' 25" to a 5/8-inch iron rod with cap set at the intersection with the common north line of said HL&P right-of-way and the south line of a called 17.289 acre tract described in said deed to International Bank Of Commerce, styled Tract I, (same being part of Tract 14A of said Settegast Partition) as recorded under H.C.C.F. No. 20120096369 of the O.P.R.R.P.H.C., Texas;

Thence, North 87° 52' 17" East, a distance of 101.86 feet along said common line to a 5/8-inch iron rod with cap set at the intersection with the proposed east right-of-way line of Buffalo Speedway for the northeast corner of the herein described parcel;

Thence, over and across said HL&P right-of-way along the proposed east right-of-way line of Buffalo Speedway being a curve to the right a distance of 190.25 feet, having a radius of 2050.00 feet, a chord bearing of South 11° 12' 37" West, a chord distance of 190.18 feet, and a central angle of 5° 19' 03" to a 5/8-inch iron rod with cap set at the intersection with the common south right-of-way line of said HL&P right-of-way and the north line of said 11.765 acre tract for the southeast corner of the herein described tract of land;

Thence, South 87° 52' 20" West, a distance of 104.25 feet along the common line between said HL&P right-of-way and said 11.765 acre tract to the southwest corner and the **POINT OF BEGINNING** of the herein described parcel of land containing 0.437 acres (19,053 sq. ft.) of land.

Notes:

1. All set iron rods with caps are stamped "JAG 5945".
2. All bearings are based on the Texas State Plane Coordinate System, South Central, Zone 4204, NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 6 & 7 of 22).

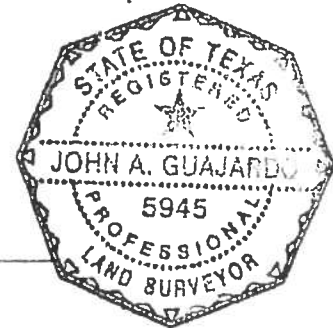
JAG Engineering, Inc., Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269, Houston, TX 77063
(713) 977-7550 (ph.), (713) 977-7317 (fax)

John A. Guajardo

4-02-14

John A. Guajardo
R.P.L.S. No. 5945

Date:



PARCEL NO.	AY11-215
WBS JOB NO.	N-000784-0001-3
DWG NO.	49096

CHECKED: *[Signature]*
DATE: 5/02/2013
APPROVED: *[Signature]*

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-216
0.774 acres (33,700 sq. ft.)
Page 1 of 3

Description

Being a parcel of land for right-of-way acquisition for the proposed Buffalo Speedway Extension (100' wide), containing 0.774 acres (33,700 sq. ft.) of land and being out of a certain called 17.289 acre tract described in the deed to International Bank Of Commerce, styled Tract I, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120189086, of the Official Public Records of Real Property Harris County (O.P.R.R.P.H.C.), Texas, same being out of Tract 14A as shown on the map of the Partition of the Settegast Heirs and the Heirs of Sophie M. Lewis (Settegast Partition), and being situated in the William Bryan Survey, Abstract no. 185, City of Houston, Harris County, Texas, said 0.774 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete monument from which a found 5/8-inch iron rod with cap (Weisser) bears North 74° 18' East a distance of 0.15 feet, and being in the east line of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the Map Records of Harris County (M.R.H.C.), Texas, said concrete monument also marking the northwest corner of the Village At Glen Iris, a plat recorded under Film Code No. 574190 of the M.R.H.C., Texas, same being the southwest corner of a called 3.836 acre tract described in the deed to HRRT Management Services, LLC, styled Tract 10, as recorded under H.C.C.F. No. 20120352340 of the O.P.R.R.P.H.C., Texas, same being Tract 5, Lot 9B of said Settegast Partition;

Thence, North 02° 39' 00" West, along the east line of said Wildcat Park subdivision a distance of 2152.13 feet to a found 5/8-inch iron rod with cap (Brown & Gay), from which a found 5/8-inch iron rod with cap (Lin) bears North 02° 39' 00" West a distance of 8.90 feet, to the northeast corner of said Wildcat Park subdivision also being the northeast corner of a 3.788 acre Unrestricted Reserve "A", Block 1 of said subdivision and being common with the northwest corner of a called 11.765 acre tract described in said deed to International Bank Of Commerce, Style Tract II, (H.C.C.F. No. 20120189086), same being part of Tract 14B of said Settegast Partition, and being on the south right-of-way line of a Houston Lighting and Power (HL&P) 185 foot wide right-of-way as recorded under Volume 647, Page 449, Volume 652, Page 205, Volume 1712, Page 100, and Volume 3593, Page 339 of Harris County Deed Records (H.C.D.R.), Texas, and being part of Tract 14A and Tract 14B of said Settegast Partition;

PARCEL NO.	AY11-216
WBS JOB NO.	W-000789-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-216
0.774 acres (33,700 sq. ft.)
Page 2 of 3

Thence, North 02° 38' 23" West a distance of 185.05 feet over and across said HL&P right-of-way to a found 3/4-inch iron rod with cap (Survcon) from which a found 5/8-inch iron rod with cap (Lin) bears North 04° 50' West a distance of 8.51 feet, marking the southwest corner of said 17.289 acre tract same being the southeast corner of a called 0.6249 acre tract, styled Tract 3, and described in the deed to Wildcat 1 Investments, LLC, and GGA/Reddy Family Limited Partnership as recorded under H.C.C.F. No. 20130452651 of the O.P.R.R.P.H.C., Texas, same being Tract I-7B as shown on the map of the Partition Of The J. J. Settegast Heirs as recorded in Volume 33, Page 26 of the M.R.H.C., Texas, and being on the north right-of-way line of said HL&P right-of-way;

Thence, North 87° 52' 17" East along the common line between said 17.289 acre tract and north line of said HL&P 185-foot wide right-of-way a distance of 201.13 feet to a 5/8-inch iron rod with cap set on the proposed west right-of-way line of Buffalo Speedway for the southwest corner and the **POINT OF BEGINNING** of the herein described parcel having State Plane Coordinates X= 3,102,227.54, Y= 13,801,135.57;

Thence, over and across said 17.289 acre tract along the proposed west right-of-way line of Buffalo Speedway being a curve to the left a distance of 336.57 feet, having a radius of 1,950.00 feet, a chord bearing of North 04° 09' 41" East, a chord distance of 336.15 feet, and a central angle of 9° 53' 21" to a set 5/8-inch iron rod with cap marking the northwest corner of the herein described parcel of land and being on the common north line of said 17.289 acre tract and the easterly south line a called 146.2874 acre tract, styled Tract 2, and described in said deed to Wildcat 1 Investments, LLC, and GGA/Reddy Family Limited Partnership (H.C.C.F. No. 20130452651), same being the south line of Tract 13A according to said map of Settegast Partition;

Thence, North 87° 14' 12" East, a distance of 100.06 feet along said common line between said 17.289 acre tract, easterly south line of said 146.2874 acre tract, to a 5/8-inch iron rod with cap set on the proposed east right-of-way line of Buffalo Speedway for the northeast corner of the herein described parcel;

Thence, over and across said 17.289 acre tract along the proposed east right-of-way line of Buffalo Speedway being a curve to the right a distance of 337.44 feet, having a radius of 2050.00 feet, a chord bearing of South 3° 50' 09" West, a chord distance of 337.06 feet, and a central angle of 9° 25' 52" to a 5/8-inch iron rod with cap set on the common line between said HL&P 185 foot right-of-way and said 17.289 acre tract for the southeast corner of the herein described parcel of land;

PARCEL NO.	AY11-216
WBS JOB NO.	N-000784-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-216
0.774 acres (33,700 sq. ft.)
Page 3 of 3

Thence, South 87° 52' 17" West, a distance of 101.86 feet along the common line between the north right-of-way line of said HL&P 185 foot wide right-of-way and said 17.289 acre tract to the southwest corner and the **POINT OF BEGINNING** of the herein described parcel of land containing 0.774 acres (33,700 sq. ft.) of land.

Notes:

1. All set iron rods with caps are stamped "JAG 5945".
2. All bearings are based on the Texas State Plane Coordinate System, South Central, Zone 4204, NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 7 of 22).

JAG Engineering, Inc.
Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269
Houston, TX 77063
(713) 977-7550 (ph.)
(713) 977-7317 (fax)



John A. Guajardo

John A. Guajardo
R.P.L.S. No. 5945

4-03-14

Date:

PARCEL NO.	<i>AY11-216</i>
WBS JOB NO.	<i>N-000784-0001-3</i>
DWG NO.	<i>49096</i>

CHECKED: *[Signature]*
DATE: *5/02/2014*
APPROVED: *[Signature]*

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-217
0.8752 acres (38,125 sq. ft.)
Page 1 of 3

Description

Being a parcel of land for right-of-way acquisition for the proposed Buffalo Speedway Extension (100' wide), containing 0.8752 acres (38,125 sq. ft.) of land and being out of the easterly portion of a 146.2874 acre tract conveyed to Wildcat 1 Investments, LLC, and GGA/Reddy Family Limited Partnership by special warranty deed as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20130452651 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, and being out of the south 19.1795 acre tract out of the easterly portion of said 146.2874 acre tract, same being that 19.1795 acre tract, described in the deed to Wildcat Interests, L.P., as recorded under H.C.C.F. No. 20100133919 of the O.P.R.R.P.H.C., Texas, and a 19.181 acre tract described in the deed to Wildcat Interests, L.P. as recorded under H.C.C.F. No. Z481272 of the O.P.R.R.P.H.C., Texas, same being Tract 13A and 12A respectively, of the Partition of the Settegast Heirs and the Heirs of Sophie M. Lewis (Settegast Partition) as shown on the map recorded in Volume 11, Page 33 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the William Bryan Survey, Abstract no. 185, City of Houston, Harris County, Texas, said 0.8752 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete monument from which a found 5/8-inch iron rod with cap (Weisser) bears North 74° 18' East a distance of 0.15 feet and being in the east line of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the M.R.H.C., Texas, marking the common northwest corner of the plat of Village At Glen Iris as recorded under Film Code No. 574190 of the M.R.H.C., Texas, same being the southwest corner of a called 3.836 acre tract described in the deed to HRRT Management Services, LLC, styled Tract 10, as recorded under H.C.C.F. No. 20120352340 of the O.P.R.R.P.H.C., Texas, same being Tract 5, Lot 9B of said Settegast Partition;

Thence, North 02° 39' 00" West, along the east line of said Wildcat Park subdivision a distance of 2152.13 feet to a found 5/8-inch iron rod with cap (Brown & Gay), from which a found 5/8-inch iron rod with cap (Lin) bears North 02° 39' 00" West a distance of 8.90 feet, to the northeast corner of said Wildcat Park subdivision also being the northeast corner of an 3.788 acre Unrestricted Reserve "A", Block 1 of said Wildcat Park subdivision and being common with the northwest corner of a called 11.765 acre tract described in the deed to International Bank Of Commerce, styled Tract II, as recorded in H.C.C.F. No. 20120189086 of the O.P.R.R.P.H.C., Texas, same being part of Tract 14B of said Settegast Partition, and being on the south right-of-way line of a Houston Lighting and Power (HL&P) 185 foot wide right-of-way as recorded under Volume 647, Page 449, Volume 652, Page 205, Volume 1712, Page 100, and Volume 3593, Page 339 of Harris County Deed Records (H.C.D.R.), Texas, same being part of Tract 14A and Tract 14B of said Settegast Partition;

PARCEL NO.	AY11-217
WBS SUB NO.	N000784-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-217
0.8752 acres (38,125 sq. ft.)
Page 2 of 3

Thence, North 02° 38' 23" West a distance of 185.05' pass a found 3/4-inch iron rod with cap (Survcon) on the north right-of-way line of said HL&P right-of-way, and continuing another 170.48 feet pass a found concrete monument marking the northeast corner of a called 0.6249 acre tract, styled Tract 3 as described in the said deed to Wildcat 1 Investments, LLC, and GGA/Reddy Family Limited Partnership (H.C.C.F. No. 20130452651), same being Tract I-7B of the Partition of The J. J. Settegast Heirs, as shown on the map recorded in Volume 33 Page 26 of the M.R.H.C., Texas, also being the southeast corner of a called 7.604 acre tract described in the deed to Malladi S. Reddy and Pravina Reddy, as recorded under H.C.C.F. No. 20130406877 of the O.P.R.R.P.H.C., Texas, same being Tract I-12 of said J. J. Settegast Partition, and continuing another 161.00 feet for a total distance of 331.48 feet pass said HL&P north right-of-way line to a found concrete monument (top broken) marking the common most easterly southwest corner of said 146.2874 acre tract, and the northwest corner of said 17.289 acre tract;

Thence, North 87° 14' 12" East a distance of 240.93 feet along the common easterly south line of said 146.2874 acre tract, and the north line of said 17.289 acre tract to a 5/8-inch iron rod with cap set on the proposed west right-of-way line of Buffalo Speedway for the southwest corner and the **POINT OF BEGINNING** of the herein described parcel having State Plane Coordinates X= 3,102,251.92, Y= 13,801,470.80;

Thence, over the south southeasterly portion of said 146.2874 acre tract same being said 19.1795 acre tract (Tract 13A), along a curve to the left a distance of 77.58 feet, having a radius of 1,950.00 feet, a chord bearing of North 01° 55' 22" West, a chord distance of 77.57 feet, and a central angle of 2° 16' 46" to a set 5/8-inch iron rod with cap marking the end of said tangent curve;

Thence, North 3° 03' 45" West continuing over said south southeasterly portion of said 146.2874, same being said 19.1795 acre tract (Tract 13A), along the proposed west right-of-way line of Buffalo Speedway a distance of 303.67 feet to a 5/8-inch iron rod with cap set at on the common north line of said 19.1795 acre tract (Tract 13A) and the south line of a said 19.181 acre tract (Tract 12A) for the northeast corner of the herein described parcel of land;

Thence, North 87° 14' 12" East, a distance of 100.00 feet along the common line between said 19.1795 acre tract (Tract 13A) and said 19.181 acre tract (Tract 12A) to a 5/8-inch iron rod with cap set on the proposed east right-of-way line of Buffalo Speedway for the northeast corner of the herein described parcel;

PARCEL NO.	AY11-217
WBS JOB NO.	N-000784-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-217
0.8752 acres (38,125 sq. ft.)
Page 3 of 3

Thence, South 3° 03' 45" East over the south southeasterly portion of said 146.2874 acre tract, same being said 19.1795 acre tract (Tract 13A) along the proposed east right-of-way line of Buffalo Speedway a distance of 303.16 feet to a 5/8-inch iron rod with cap set marking the beginning of a tangent curve to the right;

Thence, continuing over the south southeasterly portion of said 146.2874 acre tract, same being said 19.1795 acre tract (Tract 13A), along the proposed east right-of-way line of Buffalo Speedway being a curve to the right a distance of 78.09 feet, having a radius of 2050.00 feet, a chord bearing of South 1° 58' 15" East, a chord distance of 78.08 feet, and a central angle of 2° 10' 57" to a 5/8-inch iron rod with cap set on the common easterly south line of said 146.2874, and the north line of said 17.289 acre tract for the southeast corner of the herein described parcel;

Thence, South 87° 14' 12" West, a distance of 100.06 feet along said common line to the southwest corner and the **POINT OF BEGINNING** of the herein described parcel of land containing 0.8752 acres (38,125 sq. ft.) of land.

Notes:

1. All set iron rods with caps are stamped "JAG 5945".
2. All bearings are based on the Texas State Plane Coordinate System, South Central, Zone 4204, NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 7 of 22).

JAG Engineering, Inc.
Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269
Houston, TX 77063
(713) 977-7550 (ph.)
(713) 977-7317 (fax)



John A. Guajardo

4-03-14

John A. Guajardo
R.P.L.S. No. 5945

Date:

PARCEL NO.	<i>AY11-217</i>
WBS JOB NO.	<i>N-000784-0001-3</i>
DWG NO.	<i>49096</i>

CHECKED: *[Signature]*

DATE: *5/02/04*

APPROVED: *[Signature]*

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-218
1.2112 acres (52,760 sq. ft.)
Page 1 of 3

Description

Being a parcel of land for right-of-way acquisition for the proposed Buffalo Speedway Extension (100' wide), containing 1.2112 acres (52,760 sq. ft.) of land and being out of the easterly portion of a 146.2874 acre tract conveyed to Wildcat 1 Investments, LLC, and GGA/Reddy Family Limited Partnership by special warranty deed as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20130452651 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, and being out of the north 19.181 acre tract out of the easterly portion of said 146.2874 acre tract, same being that 19.181 acre tract described in the deed to Wildcat Interests, L.P., as recorded under H.C.C.F. No. Z481272 of the O.P.R.R.P.H.C., Texas, and a 19.1795 acre tract described in the deed to Wildcat Interests, L.P. as recorded under H.C.C.F. No. 20100133919 of the O.P.R.R.P.H.C., Texas, same being Tract 13A and 12A respectively, of the Partition of the Settegast Heirs and the Heirs of Sophie M. Lewis (Settegast Partition) as shown on the map recorded in Volume 11, Page 33 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the William Bryan Survey, Abstract no. 185, City of Houston, Harris County, Texas, said 1.2112 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete monument from which a found 5/8-inch iron rod with cap (Weisser) bears North 74° 18' East a distance of 0.15 feet and being in the east line of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the M.R.H.C., Texas, marking the common northwest corner of the plat of Village At Glen Iris as recorded under Film Code No. 574190 of the M.R.H.C., Texas, same being the southwest corner of a called 3.836 acre tract described in the deed to HRRT Management Services, LLC, styled Tract 10, as recorded under H.C.C.F. No. 20120352340 of the O.P.R.R.P.H.C., Texas, same being Tract 5, Lot 9B of said Settegast Partition;

Thence, North 02° 39' 00" West, along the east line of said Wildcat Park subdivision a distance of 2152.13 feet to a found 5/8-inch iron rod with cap (Brown & Gay), from which a found 5/8-inch iron rod with cap (Lin) bears North 02° 39' 00" West a distance of 8.90 feet, to the northeast corner of said Wildcat Park subdivision also being the northeast corner of an 3.788 acre Unrestricted Reserve "A", Block 1 of said Wildcat Park subdivision and being common with the northwest corner of a called 11.765 acre tract described in said deed to International Bank of Commerce, styled Tract II, as recorded in H.C.C.F. No. 20120189086 of the O.P.R.R.P.H.C., Texas, same being part of Tract 14B of said Settegast Partition, and being on the south right-of-way line of a Houston Lighting and Power (HL&P) 185 foot wide right-of-way as recorded under Volume 647, Page 449, Volume 652, Page 205, Volume 1712, Page 100, and Volume 3593, Page 339 of Harris County Deed Records (H.C.D.R.), Texas, same being part of Tract 14A and Tract 14B of said Settegast Partition;

PARCEL NO.	AY11-218
WBS	
JOB NO.	N-000784-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-218
1.2112 acres (52,760 sq. ft.)
Page 2 of 3

Thence, North 02° 38' 23" West 185.05' pass a found ¾-inch iron rod with cap (Survcon) on the north right-of-way line of said HL&P right-of-way, and continuing another 712.71 feet to a found concrete monument (top broken) marking the common southwest corner of said 19.181 acre tract (Tract 12A), and the northwest corner of said 19.1795 acre tract (Tract 13A), both Tract 12A and Tract 13A being the east portion of said 146.2874 acre tract;

Thence, North 87° 14' 12" East along the common line between said 19.1795 (Tract 13A) acre tract and said 19.181 acre tract (Tract 12A) a distance of 239.67 feet to a 5/8-inch iron rod with cap set for the southwest corner and the **POINT OF BEGINNING** of the herein described parcel having State Plane Coordinates X= 3,102,233.10, Y= 13,801,851.52;

Thence, North 3° 03' 45" West, a distance of 150.17 feet over and across the north southeasterly portion of said 146.2874 acre tract, same being said 19.181 acre tract (Tract 12A) along the proposed west right-of-way line of Buffalo Speedway to a set 5/8-inch iron rod with cap marking the beginning of a tangent curve to the left;

Thence, continuing along the proposed west right-of-way line of Buffalo Speedway along said curve to the left a distance of 165.05 feet, having a radius of 260.00 feet, a chord bearing of North 21° 14' 53" West, a chord distance of 162.29 feet, and a central angle of 36° 22' 15" to a set 5/8-inch iron rod with cap marking a point of reverse curve to the right in said east right-of-way line;

Thence, continuing along said east right-of-way line being a curve to the right a distance of 82.50 feet, having a radius of 125.00 feet, a chord bearing of North 20° 31' 34" West, a chord distance of 81.01 feet, and a central angle of 37° 48' 53" to a 5/8-inch iron rod with cap set on the common north line of said north southeasterly portion of 146.2874 acre tract, same being the north line of said 19.181 acre tract (Tract 12A), and the south line of a called 19.181 acre tract described in the deed to Malladi S. Reddy and Pravina Reddy, styled Tract 5, as recorded under H.C.C.F. No. 20130406877 of the O.P.R.R.P.H.C., Texas, same being Tract 11A of said Settegast Partition, for the northwest corner of the herein described parcel;

Thence, North 87° 14' 12" East, a distance of 251.34 feet along the common north line of said southeasterly portion of 146.2874 acre tract, same being the north line of said 19.181 acre tract (Tract 12A), and the south line of said 19.181 acre tract (Tract 11A) to a 5/8-inch iron rod with cap set for the northeast corner of the herein described parcel;

Thence, over said north southeasterly portion of said 146.2874 acre tract, same being said 19.181 acre tract (Tract 12A) along the proposed east right-of-way line of Buffalo Speedway being a curve to the left a distance of 13.60 feet, having a radius of 140.00 feet, a chord bearing of South 05° 03' 27" West, a chord distance of 13.60 feet, and a central angle of 05° 34' 02" to a 5/8-inch iron rod marking the point of reverse curve to the right;

PARCEL NO.	AY11-218
WBS SUB NO.	11-000784-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-218
1.2112 acres (52,760 sq. ft.)
Page 3 of 3

Thence, continuing along said curve to the right along the easterly right-of-way line of Buffalo Speedway a distance of 84.77 feet, having a radius of 125.00 feet, a chord bearing of South 21° 42' 10" West, a chord distance of 83.16 feet, and a central angle of 38° 51' 28" to a 5/8-inch iron rod marking the point of reverse curve to the left;

Thence, continuing along said curve to the left along the east right-of-way line of Buffalo Speedway a distance of 107.98 feet, having a radius of 140.00 feet, a chord bearing of South 19° 02' 06" West, a chord distance of 105.33 feet, and a central angle of 44° 11' 36" to a 5/8-inch iron rod marking the end of said tangent curve;

Thence, South 3° 03' 45" East, a distance of 194.27 feet continuing along said east right-of-way line to a 5/8-inch iron rod set on the said common line between said 19.181 acre tract (Tract 12A) and said called 19.1795 acre tract (Tract 13A) for the southeast corner of the herein described parcel;

Thence, South 87° 14' 12" West, a distance of 100.00 along said common line to the southwest corner and the **POINT OF BEGINNING** of the herein described parcel of land containing 1.2112 acres (52,760 sq. ft.) of land.

Notes:

1. All set iron rods with caps are stamped "JAG 5945".
2. All bearings are based on the Texas State Plane Coordinate System, South Central, Zone 4204, NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 7 & 8 of 22).

JAG Engineering, Inc., Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269, Houston, TX 77063
(713) 977-7550 (ph.), (713) 977-7317 (fax)



John A. Guajardo

4-03-14

John A. Guajardo
R.P.L.S. No. 5945

Date:

PARCEL NO.	<i>AY11-218</i>
WBS JOB NO.	<i>N-000784-0001-3</i>
DWG NO.	<i>49096</i>

CHECKED: *[Signature]*
DATE: *5/02/2014*
APPROVED: *[Signature]*

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-219
1.662 acres (72,382 sq. ft.)
Page 1 of 3

Description

Being a parcel of land for right-of-way acquisition for proposed the Buffalo Speedway Extension (100' wide), containing 1.662 acres (72,382 sq. ft.) of land and being out of a certain called 19.181 acre tract described in the deed to Malladi S. Reddy and Pravina Reddy, styled Tract 5, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20130406877, of the Official Property Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, same being Tract 11A as shown on the map of the Partition of the Settegast Heirs and the Heirs of Sophie M. Lewis (Settegast Partition) as recorded in Volume 11, Page 33 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the William Bryan Survey, Abstract no. 185, City of Houston, Harris County, Texas, said 1.662 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete monument from which a found 5/8-inch iron rod with cap Weisser) bears North 74° 18' East a distance of 0.15 feet and being in the east line of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the M.R.H.C., Texas, marking the common northwest corner of the plat of Village At Glen Iris as recorded under Film Code No. 574190 of the M.R.H.C., Texas, same being the southwest corner of a called 3.836 acre tract described in the deed to HRRT Management Services, LLC, styled Tract 10, as recorded under H.C.C.F. No. 20120352340 of the O.P.R.R.P.H.C., Texas, same being Tract 5, Lot 9B of said Settegast Partition;

Thence, North 02° 39' 00" West, along the east line of said Wildcat Park subdivision a distance of 2152.13 feet to a found 5/8-inch iron rod with cap (Brown & Gay), from which a found 5/8-inch iron rod with cap (Lin) bears North 02° 39' 00" West a distance of 8.90 feet, to the northeast corner of said Wildcat Park subdivision also being the northeast corner of an 3.788 acre Unrestricted Reserve "A", Block 1 of said Wildcat Park subdivision and being common with the northwest corner of a called 11.765 acre tract described in said deed to International Bank of Commerce, styled Tract II, as recorded in H.C.C.F. No. 20120189086 of the O.P.R.R.P.H.C., Texas, same being part of Tract 14B of said Settegast Partition, and being on the south right-of-way line of a Houston Lighting and Power (HL&P) 185 foot wide right-of-way as recorded under Volume 647, Page 449, Volume 652, Page 205, Volume 1712, Page 100, and Volume 3593, Page 339 of Harris County Deed Records (H.C.D.R.), Texas, same being part of Tract 14A and Tract 14B of said Settegast Partition;

PARCEL NO.	AY11-219
JOB NO.	N-000784-0001-3
DWG NO.	490%

Thence, North 02° 38' 23" West 185.05' pass a found 3/4-inch iron rod with cap (Survcon) on the north right-of-way line of said HL&P right-of-way, and continuing another 1093.94 feet for a total distance of 1278.99 feet to a found concrete monument (top broken) marking the common southwest corner of said 19.181 acre tract (Tract 11A), and re-entrant corner of a 146.2874 acre tract, described in the deed to Wildcat 1 Investments, LLC, and GGA Reddy Family Limited Partnership, styled Tract 2, as recorded under H.C.C.F. No. 20130452651 of the O.P.R.R.P.H.C., Texas, same being the northwest corner of a 19.181 tract (Tract 12A of said Settegast Partition) described in the deed to Wildcat Interests, L.P., as recorded under H.C.C.F. No. Z481272 of the O.P.R.R.P.H.C., Texas;

Thence, North 87° 14' 12" East a distance of 161.89 feet along the said common line between said 19.181 acre tract (Tract 11A), and the most easterly north line of said 146.2874 acre tract to a 5/8-inch iron rod with cap set on the proposed west right-of-way line of Buffalo Speedway for the southwest corner and the **POINT OF BEGINNING** of the herein described parcel having State Plane Coordinates X= 3,102,137.87, Y= 13,802,228.56;

Thence, over and across said 19.181 acre tract (Tract 11A) along the proposed west right-of-way line of Buffalo Speedway being a curve to the right a distance of 184.26 feet, having a radius of 125.00 feet, a chord bearing of North 40° 36' 36" East, a chord distance of 168.02 feet, and a central angle of 84° 27' 28" to a set 5/8-inch iron rod with cap marking point of reverse curve to the left;

Thence, continuing along the proposed west right-of-way line of Buffalo Speedway being a curve to the left a distance of 165.06 feet, having a radius of 260.00 feet, a chord bearing of North 64° 39' 07" East, a chord distance of 162.30 feet, and a central angle of 36° 22' 25" to a set 5/8-inch iron rod with cap marking end of tangent curve;

Thence, North 46° 28' 05" East, a distance of 301.25 feet continuing along the proposed northwest right-of-way line of Buffalo Speedway to a 5/8-inch iron rod with cap set on the north line of said 19.181 acre tract (Tract 11A), same being the south line of a called 19.181 Tract to HRRT Management Services, LLC, styled Tract 5, as recorded under H.C.C.F. No. 20120352340 of the O.P.R.R.P.H.C., Texas, same being Tract 10A of said Settegast Partition, for the northwest corner of the herein described parcel of land;

Thence, North 87° 14' 12" East, a distance of 153.14 feet along said common line to a 5/8-inch iron rod with cap set on the proposed southeast right-of-way line of Buffalo Speedway for the northeast corner of the herein described parcel;

Thence, South 46° 28' 05" West, a distance of 460.82 feet continuing along the proposed southeast right-of-way line of Buffalo Speedway to a 5/8-inch iron rod with cap marking the beginning of a tangent curve to the left;

PARCEL NO.	AY11-219
WBS JOB NO.	A1-000781-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-219
1.662 acres (72,382 sq. ft.)
Page 3 of 3

Thence, continuing along the proposed southeast right-of-way line of Buffalo Speedway being a curve to the left a distance of 94.38 feet, having a radius of 140.00 feet, a chord bearing of South 27° 09' 17" West, a chord distance of 92.61 feet, and a central angle of 38° 37' 38" to a 5/8-inch iron rod with cap set on the common south line of said 19.181 acre tract (Tract 11A), and the most easterly north line of said 146.2784 acre tract, for the southeast corner of the herein described parcel;

Thence, South 87° 14' 12" West, a distance of 251.34 feet along said common line between said 19.181 acre tract (Tract 11A), and the most easterly north line of said 146.2784 acre tract to the southwest corner and the **POINT OF BEGINNING** of the herein described parcel of land containing 1.662 acres (72,382 sq. ft.) of land.

Notes:

1. All set iron rods with caps are stamped "JAG 5945".
2. All bearings are based on the Texas State Plane Coordinate System, South Central, Zone 4204, NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 8 of 22).

JAG Engineering, Inc.
Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269
Houston, TX 77063
(713) 977-7550 (ph.)
(713) 977-7317 (fax)



PARCEL NO.	AY11-219
WBS NO.	N-000784-0001-3
DWG NO.	49096

CHECKED: [Signature]
DATE: 5/02/2014
APPROVED: [Signature]

[Signature]

4-03-14

John A. Guajardo
R.P.L.S. No. 5945

Date:

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-220
1.296 acres (56,440 sq. ft.)
Page 1 of 3

Description

Being a parcel of land for right-of-way acquisition for proposed Buffalo Speedway Extension (100' wide), containing 1.296 acres (56,440 sq. ft.) of land and being out of a certain called 19.181 acre tract described in the deed to HRRT Management Services, LLC, styled Tract 5, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120352340, of the Official Property Records of Real Property Harris County (O.P.R.R.P.H.C.), Texas, same being Tract 10A as shown on the map of the Partition of the Settegast Heirs and the Heirs of Sophie M. Lewis (Settegast Partition), as recorded in Volume 11, Page 33 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the William Bryan Survey, Abstract no. 185, City of Houston, Harris County, Texas, said 1.296 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete monument from which a found 5/8-inch iron rod with cap Weisser) bears North 74° 18' East a distance of 0.15 feet and being in the east line of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the M.R.H.C., Texas, marking the common northwest corner of the plat of Village At Glen Iris as recorded under Film Code No. 574190 of the M.R.H.C., Texas, same being the southwest corner of a called 3.836 acre tract described in the deed to HRRT Management Services, LLC, styled Tract 10, as recorded under H.C.C.F. No. 20120352340 of the O.P.R.R.P.H.C., Texas, same being Tract 5, Lot 9B of said Settegast Partition;

Thence, North 02° 39' 00" West, along the east line of said Wildcat Park subdivision a distance of 2152.13 feet to a found 5/8-inch iron rod with cap (Brown & Gay), from which a found 5/8-inch iron rod with cap (Lin) bears North 02° 39' 00" West a distance of 8.90 feet, to the northeast corner of said Wildcat Park subdivision also being the northeast corner of an 3.788 acre Unrestricted Reserve "A", Block 1 of said Wildcat Park subdivision and being common with the northwest corner of a called 11.765 acre tract described in said deed to International Bank Of Commerce, styled Tract II, as recorded in H.C.C.F. No. 20120189086 of the O.P.R.R.P.H.C., Texas, same being part of Tract 14B of said Settegast Partition, and being on the south right-of-way line of a Houston Lighting and Power (HL&P) 185 foot wide right-of-way as recorded under Volume 647, Page 449, Volume 652, Page 205, Volume 1712, Page 100, and Volume 3593, Page 339 of Harris County Deed Records (H.C.D.R.), Texas, same being part of Tract 14A and Tract 14B of said Settegast Partition;

PARCEL NO.	AY11-220
WBS NO.	N-000784-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-220
1.296 acres (56,440 sq. ft.)
Page 2 of 3

Thence, North 02° 38' 23" West 185.05' pass a found 3/4-inch iron rod with cap (Survcon) on the north right-of-way line of said HL&P right-of-way, and continuing another 1,093.94 feet for a total distance of 1,278.99 feet to a found concrete monument (top broken) marking the common southwest corner of a 19.181 acre tract (Tract 11A of said Settegast Partition) described in the deed to Malladi S. Reddy and Pravina Reddy, styled Tract 5, as recorded under H.C.C.F. No. 20130406877 of the O.P.R.R.P.H.C., Texas, and the re-entrant corner of a called 146.2874 acre tract described in the deed to Wildcat 1 Investments, LLC, and GGA/Reddy Family Limited Partnership, styled Tract 2, as recorded under H.C.C.F. No. 20130452651 of the O.P.R.R.P.H.C., Texas, same being Tract 12A of said Settegast Partition, and continuing another 381.23 feet for a total distance of 1,660.22 feet to a point for the northwest corner of said 19.181 acre tract (Tract 11A) same being the southwest corner of said 19.181 acre tract (Tract 10A);

Thence, North 87° 14' 12" East a distance of 654.47 feet along the common line between said 19.181 acre tract (Tract 10A), and said 19.18 acre tract (Tract 11A) to a 5/8-inch iron rod with cap set on the proposed west right-of-way line of Buffalo Speedway for the southwest corner and the **POINT OF BEGINNING** of the herein described parcel having State Plane Coordinates X= 3,102,612.26, Y= 13,802,633.04;

Thence, North 46° 28' 05" East a distance of 352.68 feet over and across said 19.181 acre tract along the proposed west right-of-way line of Buffalo Speedway to a 5/8-inch iron rod with cap set marking the beginning of a tangent curve to the left;

Thence, continuing along the proposed west right-of-way line of Buffalo Speedway being a curve to the left a distance of 218.16 feet, having a radius of 2,050.00 feet, a chord bearing of North 43° 25' 10" East, a chord distance of 218.06 feet, and a central angle of 6° 05' 51" to a set 5/8-inch iron rod with cap marking the northwest corner of the herein described parcel of land and being on the north line of said 19.181 acre tract same being the south line of a called 3.836 acre tract described in said deed to HRRT Management Services, LLC (H.C.C.F. No. 20120352340), and being Tract 5, Lot 9A of said Settegast Partition;

Thence, North 87° 14' 12" East, a distance of 134.34 feet along said common line between said 19.181 acre tract and said 3.863 acre tract to a 5/8-inch iron rod with cap set on the proposed east right-of-way line of Buffalo Speedway for the northeast corner of the herein described parcel;

Thence, over and across said 19.181 acre tract along the proposed east right-of-way line of Buffalo Speedway being a curve to the right a distance of 320.68 feet, having a radius of 2,150.00 feet, a chord bearing of South 42° 11' 42" West, a chord distance of 320.38 feet, and a central angle of 8° 32' 45" to a set 5/8-inch iron rod with cap marking the point of tangency;

PARCEL NO.	AY11-220
WRS WRS NO.	N-000784-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-220
1.296 acres (56,440 sq. ft.)
Page 3 of 3

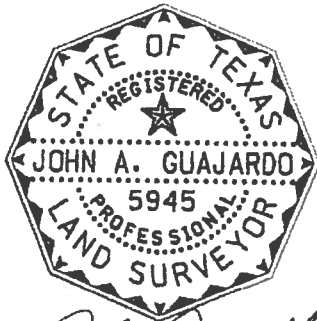
Thence, South 46° 28' 05" West a distance of 236.70 feet along the proposed east right-of-way line of Buffalo Speedway to a 5/8-inch iron rod with cap set on the on the common line between said 19.181 acre tract (Tract 10A), and said 19.181 acre tract (Tract 11A) for the southeast corner of the herein described parcel;

Thence, South 87° 14' 12" West a distance of 153.14 feet along said common line between said 19.181 acre tract (Tract 10A) and said 19.181 acre tract (Tract 11A) to the southwest corner and the **POINT OF BEGINNING** of the herein described parcel of land containing 1.296 acres (56,440 sq. ft.) of land.

Notes:

1. All set iron rods with caps are stamped "JAG 5945".
2. All bearings are based on the Texas State Plane Coordinate System, South Central, Zone 4204, NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 8 & 9 of 22).

JAG Engineering, Inc.
Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269
Houston, TX 77063
(713) 977-7550 (ph.)
(713) 977-7317 (fax)



PARCEL NO.	AY11-220
WBS NO.	N-000784-00013
DWG NO.	49096

John A. Guajardo _____ *4-03-14*

John A. Guajardo
R.P.L.S. No. 5945

Date:

CHECKED: *[Signature]*
DATE: *5/02/2014*
APPROVED: *[Signature]*

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-221
0.230 acres (10,032 sq. ft.)
Page 1 of 3

Description

Being a parcel of land for right-of-way acquisition for the proposed Buffalo Speedway Extension (100 feet wide), containing 0.230 acres (10,032 sq. ft.) of land and being out of a certain called 3.836 acre tract described in the deed to HRRT Management Services, LLC, styled Tract 4, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120352340, of the Official Public Records of Real Property Harris County (O.P.R.R.P.H.C.), Texas, same being Tract 5, Lot 9A as shown on the map of the Partition of the Settegast Heirs and the Heirs of Sophie M. Lewis (Settegast Partition) as recorded in Volume 11, Page 33 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the William Bryan Survey, Abstract no. 185, City of Houston, Harris County, Texas, said 0.230 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete monument from which a found 5/8-inch iron rod with cap (Weisser) bears North 74° 18' East a distance of 0.15 feet and being in the east line of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the M.R.H.C., Texas, marking the common northwest corner of the plat of Village At Glen Iris as recorded under Film Code No. 574190 of the M.R.H.C., Texas, same being the southwest corner of a called 3.836 acre tract described in said deed to HRRT Management Services, LLC, styled Tract 10, (H.C.C.F. No. 20120352340), same being Tract 5, Lot 9B of said Settegast Partition;

Thence, North 02° 39' 00" West, along the east line of said Wildcat Park subdivision a distance of 2152.13 feet to a found 5/8-inch iron rod with cap (Brown & Gay), from which a found 5/8-inch iron rod with cap (Lin) bears North 02° 39' 00" West a distance of 8.90 feet, to the northeast corner of said Wildcat Park subdivision also being the northeast corner of an 3.788 acre Unrestricted Reserve "A", Block 1 of said Wildcat Park subdivision and being common with the northwest corner of a called 11.765 acre tract described in the deed to International Bank Of Commerce, styled Tract II, as recorded in H.C.C.F. No. 20120189086 of the O.P.R.R.P.H.C., Texas, same being part of Tract 14B of said Settegast Partition, and being on the south right-of-way line of a Houston Lighting and Power (HL&P) 185 foot wide right-of-way as recorded under Volume 647, Page 449, Volume 652, Page 205, Volume 1712, Page 100, and Volume 3593, Page 339 of Harris County Deed Records (H.C.D.R.), Texas, same being part of Tract 14A and Tract 14B of said Settegast Partition;

PARCEL NO.	AY11-221
FILE NO.	N-000784-00013
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-221
0.230 acres (10,032 sq. ft.)
Page 2 of 3

Thence, North 02° 38' 23" West 185.05' pass a found ¾-inch iron rod with cap (Survcon) on the north right-of-way line of said HL&P right-of-way, and continuing another 1,093.94 feet for an accumulative distance of 1,278.99 feet pass a found concrete monument (top broken) marking the common southwest corner of a 19.181 acre tract (Tract 11A of said Settegast Partition) described in the deed to Malladi S. Reddy and Pravina Reddy as recorded under H.C.C.F. No. 20130406877 of the O.P.R.R.P.H.C., Texas, and a re-entrant corner of a called 146.2874 acre tract described in the deed to Wildcat 1 Investments, LLC, and GGA/Reddy Family Limited Partnership, styled Tract 2, as recorded under H.C.C.F. No. 20130452651 of the O.P.R.R.P.H.C., Texas, same being the northwest corner of Tract 12A of said Settegast Partition, and continuing another 762.46 feet for a total distance of 2,041.45 feet to a point for the common northwest corner of a 19.181 acre tract described in said deed to HRRT Management Services, LLC, styled Tract 5, (H.C.C.F. No. 20120352340), same being Tract 10A of said Settegast Partition, and the southwest corner of said 3.836 acre tract (Tract 4);

Thence, North 87° 14' 12" East a distance of 1078.09 feet along the common line between said Tract 4 and Tract 5 to a 5/8-inch iron rod with cap set on the proposed west right-of-way of Buffalo Speedway for the southwest corner and the **POINT OF BEGINNING** of the herein described parcel having State Plane Coordinates X= 3,103,017.78, Y= 13,803,034.28;

Thence, over and across said 3.836 acre tract along the proposed west right-of-way line of Buffalo Speedway being a curve to the left a distance of 102.14 feet, having a radius of 2,050.00 feet, a chord bearing of North 38° 56' 36" East, a chord distance of 102.13 feet, and a central angle of 2° 51' 17" to a set 5/8-inch iron rod with cap marking the northwest corner of the herein described parcel of land and being on the common north line of said 3.836 acre tract (Tract 4), and the south line of a called 3.836 acre tract described in said deed to HRRT Management Services, LLC, styled Tract 3 (H.C.C.F. No. 20120352340), same being Tract 4, Lot 9A of said Settegast Partition;

Thence, North 87° 14' 12" East, a distance of 128.96 feet along said common line between said Tract 4 and Tract 3 to a 5/8-inch iron rod with cap set on the proposed east right-of-way of Buffalo Speedway for the northeast corner of the herein described parcel;

Thence, over and across said 3.836 acre tract (Tract 4) along the proposed east right-of-way line of Buffalo Speedway being a curve to the right a distance of 98.64 feet, having a radius of 2,150.00 feet, a chord bearing of South 36° 36' 28" West, a chord distance of 98.63 feet, and a central angle of 2° 37' 43" to a set 5/8-inch iron rod with cap marking the southeast corner of the herein described parcel of land and being on the common south line of said 3.836 acre tract (Tract 4), and the north line of said 19.181 acre tract (Tract 5);

PARCEL NO.	AY11-221
WBS NO.	N-000784-000/3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-221
0.230 acres (10,032 sq. ft.)
Page 3 of 3

Thence, South 87° 14' 12" West a distance of 134.34 feet along said common line to the southwest corner and the **POINT OF BEGINNING** of the herein described parcel of land containing 0.230 acres (10,032 sq. ft.) of land.

Notes:

1. All set iron rods with caps are stamped "JAG 5945".
2. All bearings are based on the Texas State Plane Coordinate System, South Central, Zone 4204, NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 9 of 22).

JAG Engineering, Inc.
Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269
Houston, TX 77063
(713) 977-7550 (ph.)
(713) 977-7317 (fax)



PARCEL NO.	AY11-221
WBS NO.	N-000784-0001-3
DWG NO.	49096

John A. Guajardo

4-07-14

John A. Guajardo
R.P.L.S. No. 5945

Date:

CHECKED: *[Signature]*
DATE: *5/02/2014*
APPROVED: *[Signature]*

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-222
0.222 acres (9,653 sq. ft.)
Page 1 of 3

Description

Being a parcel of land for right-of-way acquisition for the proposed Buffalo Speedway Extension (100 feet wide), containing 0.222 acres (9,653 sq. ft.) of land and being out of a certain called 3.836 acre tract described in the deed to HRRT Management Services, LLC, styled Tract 3, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120352340, of the Official Public Records of Real Property Harris County (O.P.R.R.P.H.C.), Texas, same being Tract 4, Lot 9A as shown on the map of the Partition of the Settegast Heirs and the Heirs of Sophie M. Lewis as recorded in Volume 11, Page 33 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the William Bryan Survey, Abstract no. 185, City of Houston, Harris County, Texas, said 0.222 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete monument from which a found 5/8-inch iron rod with cap (Weisser) bears North 74° 18' East a distance of 0.15 feet and being in the east line of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the M.R.H.C., Texas, marking the common northwest corner of the plat of Village At Glen Iris as recorded under Film Code No. 574190 of the M.R.H.C., Texas, same being the southwest corner of a called 3.836 acre tract described in said deed to HRRT Management Services, LLC, styled Tract 10, (H.C.C.F. No. 20120352340), same being Tract 5, Lot 9B of said Settegast Partition;

Thence, North 02° 39' 00" West, along the east line of said Wildcat Park subdivision a distance of 2152.13 feet to a found 5/8-inch iron rod with cap (Brown & Gay), from which a found 5/8-inch iron rod with cap (Lin) bears North 02° 39' 00" West a distance of 8.90 feet, to the northeast corner of said Wildcat Park subdivision also being the northeast corner of an 3.788 acre Unrestricted Reserve "A", Block 1 of said Wildcat Park subdivision and being common with the northwest corner of a called 11.765 acre tract described in said deed to International Bank Of Commerce, styled Tract II, as recorded in H.C.C.F. No. 20120189086 of the O.P.R.R.P.H.C., Texas, same being part of Tract 14B of said Settegast Partition, and being on the south right-of-way line of a Houston Lighting and Power (HL&P) 185 foot wide right-of-way as recorded under Volume 647, Page 449, Volume 652, Page 205, Volume 1712, Page 100, and Volume 3593, Page 339 of Harris County Deed Records (H.C.D.R.), Texas, same being part of Tract 14A and Tract 14B of said Settegast Partition;

PARCEL NO.	AY11-222
JOB NO.	N-000784-0001-3
DWG NO.	49096

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-222
0.222 acres (9,653 sq. ft.)
Page 2 of 3

Thence, North 02° 38' 23" West 185.05' pass a found 3/4-inch iron rod with cap (Survcon) on the north right-of-way line of said HL&P right-of-way, and continuing another 1,093.94 feet for an accumulative distance of 1,278.99 feet pass a found concrete monument (top broken) marking the common southwest corner of a 19.181 acre tract (Tract 11A of said Settegast Partition) described in the deed to Malladi S. Reddy and Pravina Reddy as recorded under H.C.C.F. No. 20130406877 of the O.P.R.R.P.H.C., Texas, and a re-entrant corner of a called 146.2874 acre tract described in the deed to Wildcat 1 Investments, LLC, and GGA/Reddy Family Limited Partnership, styled Tract 2, as recorded under H.C.C.F. No. 20130452651 of the O.P.R.R.P.H.C., Texas, same being the northwest corner of Tract 12A of said Settegast Partition, and continuing another 838.71 feet for a total distance of 2,117.70 feet to a point for the common northwest corner of a 3.836 acre tract described in said deed to HRRT Management Services, LLC, styled Tract 4, (H.C.C.F. No. 20120352340), same being Tract 5, Lot 9A of said Settegast Partition, and the southwest corner of said 3.836 acre tract (Tract 3);

Thence, North 87° 14' 12" East along the common line between said 3.836 acre tracts (Tract 4 and Tract 3) a distance of 1,145.87 feet to a 5/8-inch iron rod with cap set on the proposed west right-of-way line of Buffalo Speedway for the southwest corner and the **POINT OF BEGINNING** of the herein described parcel having State Plane Coordinates X= 3,103,081.97, Y= 13,803,113.71;

Thence, over and across said 3.836 acre Tract 3 along the proposed west right-of-way line of Buffalo Speedway being a curve to the left a distance of 97.97 feet, having a radius of 2,050.00 feet, a chord bearing of North 36° 08' 48" East, a chord distance of 97.96 feet, and a central angle of 02° 44' 18" to a set 5/8-inch iron rod with cap marking the northwest corner of the herein described parcel of land and being on the common north line of said 3.836 acre tract (Tract 3), and the south line of a called 3.836 acre tract described in said deed to HRRT Management Services, LLC, styled Tract 2, (H.C.C.F. No. 20120352340), same being Tract 3, Lot 9A of said Settegast Partition;

Thence, North 87° 14' 12" East, a distance of 124.43 feet along said common line, between Tract 3 and Tract 2, to a 5/8-inch iron rod with cap set on the proposed east right-of-way of Buffalo Speedway for the northeast corner of the herein described parcel;

Thence, over and across said 3.836 acre tract (Tract 3) along the proposed east right-of-way line of Buffalo Speedway being a curve to the right a distance of 95.19 feet, having a radius of 2,150.00 feet, a chord bearing of South 34° 01' 30" West, a chord distance of 95.18 feet, and a central angle of 2° 32' 12" to a set 5/8-inch iron rod with cap marking the southeast corner of the herein described parcel of land and being on the common south line of said 3.836 acre tract (Tract 3), and the north line of said 3.836 acre tract (Tract 4);

PARCEL NO.	AY11-222
WBS	N-000784-0001-3
JOB NO.	49096
DWG NO.	

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-222
0.222 acres (9,653 sq. ft.)
Page 3 of 3

Thence, South 87° 14' 12" West a distance of 128.96 feet along said common line to the southwest corner and the **POINT OF BEGINNING** of the herein described parcel of land containing 0.222 acres (9,653 sq. ft.) of land.

Notes:

1. All set iron rods with caps are stamped "JAG 5945".
2. All bearings are based on the Texas State Plane Coordinate System, South Central, Zone 4204, NAD 83.
3. All coordinates are grid and may be converted to surface by dividing by the scale factor of 0.99988174.
4. A right-of-way map has been prepared in association with this field note description (See Right-Of-Way Map Sheet 9 of 22).

JAG Engineering, Inc.
Texas Firm No.: 100171-00
9900 Westpark Dr., Suite 269
Houston, TX 77063
(713) 977-7550 (ph.)
(713) 977-7317 (fax)



PARCEL NO.	AY11-222
WBS NO.	N-005784-0001-3
DWG NO.	49096

John A. Guajardo

4-07-14

John A. Guajardo
R.P.L.S. No. 5945

Date:

CHECKED: *[Signature]*

DATE: 5/02/2014

APPROVED: *[Signature]*

William Bryan Survey
Abstract No. 185
Harris County, Texas

Right-of-Way
Parcel AY11-223
0.214 acres (9,336 sq. ft.)
Page 1 of 3

Description

Being a parcel of land for right-of-way acquisition for the proposed Buffalo Speedway Extension (100 feet wide), containing 0.214 acres (9,336 sq. ft.) of land and being out of a certain called 3.836 acre tract described in the deed to HRRT Management Services, LLC, styled Tract 2, as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20120352340, of the Official Public Records of Real Property Harris County (O.P.R.R.P.H.C.), Texas, and being Tract 3 Lot 9A as shown on the map of the Partition of the Settagast Heirs and Heirs of Sophie M. Lewis (Settagast Partition) recorded in Volume 11, Page 33 of the Map Records of Harris County (M.R.H.C.), Texas, and situated in the William Bryan Survey, Abstract no. 185, City of Houston, Harris County, Texas, said 0.214 acre parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete monument from which a found 5/8-inch iron rod with cap Weisser) bears North 74° 18' East a distance of 0.15 feet and being in the east line of Wildcat Park, a subdivision in Harris County, Texas, according to the plat filed for record under Film Code No. 587253 of the M.R.H.C., Texas, marking the common northwest corner of the plat of Village At Glen Iris as recorded under Film Code No. 574190 of the M.R.H.C., Texas, same being the southwest corner of a called 3.836 acre tract described in said deed to HRRR Management Services, LLC, styled Tract 10, (H.C.C.F. No. 20120352340), same being Tract 5, Lot 9B of said Settagast Partition;

Thence, North 02° 39' 00" West, along the east line of said Wildcat Park subdivision a distance of 2152.13 feet to a found 5/8-inch iron rod with cap (Brown & Gay), from which a found 5/8-inch iron rod with cap (Lin) bears North 02° 39' 00" West a distance of 8.90 feet, to the northeast corner of said Wildcat Park subdivision also being the northeast corner of an 3.788 acre Unrestricted Reserve "A", Block 1 of said Wildcat Park subdivision and being common with the northwest corner of a called 11.765 acre tract described in said deed to International Bank Of Commerce, styled Tract II, as recorded in H.C.C.F. No. 20120189086 of the O.P.R.R.P.H.C., Texas, same being part of Tract 14B of said Settagast Partition, and being on the south right-of-way line of a Houston Lighting and Power (HL&P) 185 foot wide right-of-way as recorded under Volume 647, Page 449, Volume 652, Page 205, Volume 1712, Page 100, and Volume 3593, Page 339 of Harris County Deed Records (H.C.D.R.), Texas, same being part of Tract 14A and Tract 14B of said Settagast Partition;

PARCEL NO.	AY11-223
JOB NO.	WBS N-000784-000/3
DWG NO.	49096