

**AGREEMENT FOR REGIONAL ROAD IMPROVEMENTS  
FOR THE TEXAS HERITAGE PARKWAY**

This Agreement for Regional Road Improvements (the “Agreement”), effective as of the \_\_\_ day of \_\_\_\_\_, 2018, is entered into by and among Fort Bend County (the “County”), a political subdivision of the State of Texas, and the following private entities:

1. CCR Texas Holdings, LP, a Delaware limited partnership,
2. Fort Bend Jordan Ranch, LP, a Texas limited partnership,
3. Cathexis RE Holdings, LP, a Texas limited partnership,
4. Ronald W. Henriksen “A” Trust & Ronald W. Henriksen “B” Trust,
5. D.R. Horton – Texas, Ltd., a Texas limited partnership,
6. DJH Ranching, LP, a Texas limited partnership,
7. CAT HIL Allen, LLC, a Texas limited liability company, and
8. CAT HIL Fulshear, LLC, a Texas limited liability company.

The private entities are collectively the “Participants,” and the County and the Participants are the “Parties.”

**RECITALS**

The Participants entered into or were assigned that certain Private Participation Agreement dated September 9, 2013, as amended (the “Participation Agreement”) to promote the development of a major north-south thoroughfare from Interstate 10 at Pederson Road to approximately 2100 feet south of the intersection with FM 1093, to be named the Texas Heritage Parkway, (the “Project”, as generally shown on **Exhibit A** and as defined more fully below).

The Parties have determined that the Project will serve existing and future traffic and be economically advantageous to all Parties to construct the Project pursuant to a single, coordinated plan for design and construction instead of the piecemeal approach that is typical in undeveloped areas.

The Parties wish to enter into the Agreement to allocate the responsibilities for the design, financing, and construction of the Project.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises, obligation, and benefits herein set forth, the Parties contract and agree as follows:

**Article I. DEFINITIONS**

- (a) “Affiliate” means, with respect to any Person, any other Person that controls, is controlled by or is under common control with the former; the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or

interests, by contract or otherwise. (For purposes of this Agreement, “control” does not require a majority voting interest).

(b) “Budget” means the budget for the Project, setting out in detail the components of the estimated Project Costs, as approved by the Parties, which is attached as **Exhibit B** and incorporated herein for all purposes, as may be revised and amended from time to time with the approval of the Parties in accordance with the terms of this Agreement.

(c) “Contractors” means the contractor(s) selected for the construction of the Project or portions thereof as determined by the Lead Participants and which contractor is, in each instance, the lowest responsive bidder for the Project, or any portion thereof, and otherwise qualified and acceptable to the Lead Participants, in consultation with the Project Consultants and any other parties whose cooperation the Lead Participants deem necessary or desirable.

(d) “Construction Contract” means one or more contracts to be executed by and between the Contractor(s) and the Lead Participants, acting by and on behalf of the Participants, for construction of the Project.

(e) “Dedication Instruments” shall mean, collectively, the Detention Easements and the ROW Deeds in the form of **Exhibit E** attached hereto, or which are otherwise acceptable to the Parties.

(f) “Detention Easement(s)” means the easements (which may be exclusive or nonexclusive) necessary or convenient for the purpose of providing drainage and off-site detention for the Project.

(g) “Fair Market Value of Detention Easement” means the lesser of (i) the market value on the tax rolls of the Fort Bend Central Appraisal District or the Waller County Appraisal District, as applicable, as of January 1, 2013 of the entire real property tract on which a Detention Easement is located, expressed in dollars per acre or (ii) the Participant’s land cost as determined in accordance with Texas Commission on Environmental Quality (“TCEQ”) rules (30 TAC 293.51 (c)), expressed in dollars per acre, multiplied by the acreage of the Detention Easement; provided however, if the land cost cannot be readily determined, then the market value as shown on the tax rolls shall be used.

(h) “Lead Participants” mean the initial Participants chosen to serve as Lead Participants under the Participation Agreement in order to expedite the implementation of the Project, or any successor Lead Participant(s) designated in accordance with the Participation Agreement.

(i) “Non-Participant Landowner” means an owner of real property necessary for the Road Right-of-Way or a Drainage Easement who is not a Participant.

(j) “Plans” means the specific plans and specifications for the Project to be prepared by the Project Consultants in coordination with the Parties in full compliance with all applicable requirements of the governmental bodies or agencies with jurisdiction over the Project. The Plans shall include all applicable curb cut criteria and specifications of the County as of the date thereof. The current schematic plans are attached hereto as **Exhibit A**.

(k) “Project Consultants” means the project consultants selected by the Lead Participants, as may be replaced by the Lead Participants from time to time. The initial

Project Consultants are Brown & Gay Engineers, Inc., The Muller Law Group, PLLC, and Kerry Gilbert and Associates, Inc.

(l) “Project Costs” means the total actual documented costs incurred on all three Phases of the Project including but not limited to easement acquisition; development of standards for improvements within the property subject to the ROW Deeds; design, development, utility relocation, third-party right-of-way acquisition, and construction; and the Fair Market Value of the Detention Easements.

(m) “Project Schedule” means the detailed schedule for the Project, including commencement, milestones, and completion of construction, as approved by the Participants and attached as **Exhibit G** and incorporated herein for all purposes, as revised and amended from time to time in accordance with the terms of this Agreement.

(n) “Project” means the proposed Parkway from I-10 to approximately 2100 feet south of FM1093 as generally shown on **Exhibit A** and all improvements necessary or convenient to the functioning of the roadway (e.g. drainage, detention, required lighting, etc.), and the grade separations for a future a 12-foot wide concrete trail.

(o) “Road Right-of-Way” means the real property necessary or convenient for the purpose of constructing the Project, which is generally described as 200 feet in width along the alignment shown in **Exhibit A**. The actual area of the Road Right of Way shall be determined by the Project Consultants and approved by the Parties during Phase I.

(p) “ROW Deed” means the gift deed or other gift conveyance document necessary or convenient to convey the Road Right-of-Way.

## **Article II. THE PROJECT**

Section 2.01 Project Sequencing. The Project will be developed in three phases:

- (a) Phase I includes the due diligence investigation for the Project;
- (b) Phase II includes the development of Plans and acquisition of the land and permits necessary to bid the Project; and
- (c) Phase III includes the bidding and construction of the Project.

Section 2.02 Phase I.

(a) Phase I specifically includes, but is not limited to: (i) engagement of the Project Consultants; (ii) Road Right-of-Way and Detention Easements alignment, evaluation and mapping; (iii) conducting a drainage study; (iv) conducting an environmental evaluation; (v) creation of the Fulshear Parkway Improvement District; (vi) conducting a traffic study and, in coordination with TxDOT, determining the tie-in of the Project with the existing I-10; (vii) negotiating, preparing, and finalizing any necessary agreements with the Parties and any other interested parties; (viii) preparing and finalizing the Dedication Instruments; and (ix) any other necessary or ancillary activities appropriate to the foregoing.

(b) Phase I will be completed upon: the final alignment and mapping of Road Right-of-Way and Detention Easements and the finalization of the forms of ROW Deeds and Detention Easements; completion of the drainage study, environmental evaluation, and traffic study; approval by the Parties of a preliminary Budget and preliminary Plans; and the

execution of this Agreement and any related agreements between the County and the City of Katy and the City of Fulshear.

Section 2.03 Phase II.

(a) Phase II includes the pre-construction activities of the Project that are necessary so that the Project may be let for bid, specifically including, but not limited to (i) creation and approval of the final Plans by the Parties and all other entities with jurisdiction (which approval shall not be unreasonably withheld, conditioned or delayed), including a full biddable set of construction drawings for the Project; (ii) completing any necessary environmental permitting; (iii) the execution and delivery into escrow of the Road ROW Deeds and Detention Easements by the Participants, and the acquisition of Road Right-of-Way or Detention Easements from any third-party land owner; and (iv) any other necessary or ancillary activities appropriate thereto. The preliminary Budget and the preliminary Plans will be modified and finalized in Phase II and approved by the Parties.

(b) Phase II shall end upon the acceptance of the approved Plans by the County in preparation for bid.

Section 2.04 Phase III.

(a) Phase III includes the bidding of the Construction Contract for the Project based on the final Plans, the selection of a Contractor or Contractors for the construction of the Project based on the final Plans, and the construction of the Project. At the commencement of Phase III, the County will oversee the advertisement for competitive bids for the Project and select one or more Contractors.

(b) Phase III shall end upon final acceptance of the Project by the County, which is typically one year after the Project is completed and open for public use.

Section 2.05 Acquisition of Road Right-of-Way and Detention Easements.

(a) *Participant Owned Land.* The Participants, jointly but not severally, hereby agree to execute and deliver to an escrow agent mutually acceptable to the Parties the appropriate Dedication Instruments affecting their respective property at the beginning of Phase II, pursuant to an escrow agreement mutually acceptable to the Parties. The Participants shall execute and deliver the Dedication Instruments without compensation or remuneration of any kind, except that the Fair Market Value of Detention Easements shall be included in the Project Cost and credited against the Participants' pro-rata share of the Project. This provision does not prevent the Participants from obtaining reimbursement for their Road Right-of-Way from any other governmental entities separate from this Agreement. The execution and delivery of the Dedication Instruments shall be made during Phase II and shall be in the form of **Exhibit E** (or such other form as shall be approved by the Parties) and shall contain substantially similar provisions regarding "limited access" as included in **Exhibit E**.

(b) *Third-Party Owned Land.* The County shall determine whether it is necessary and appropriate to condemn certain real property owned by any Non-Participant Landowner for the Project. To the extent any Road Right-of-Way is owned by a developer of land within

the County, the County agrees to cause the developer of such land to dedicate any necessary Road Right-of-Way necessary for the Project as allowed by law and County subdivision regulations. The County shall coordinate the acquisition of any land necessary for the Project not being developed that must be acquired by condemnation. In the event such condemnation is deemed necessary and appropriate to the Project, the County shall condemn or coordinate with the condemning authority and such expenses thereof, including but not limited to legal, surveying, and appraisal fees, incurred by the County (or other condemning authority) shall be added to the Budget and become part of the Project Costs. In the event that any Road Right-of-Way or Detention Easement is acquired by condemnation, the County shall acquire the land with access denied to the Project, except as otherwise required by law or by the Participation Agreement.

(c) *Alignment Changes.* Once the Plans, including but not limited to the alignment and locations of the Road Right-of-Way and Detention Easements as reflected therein, are approved by the Parties, no changes thereto shall be made thereto unless approved by the Parties.

Section 2.06 Relocation of Utilities. The Parties will exercise their respective rights, to the extent such rights are available, to cause the relocation of utilities necessary for the Project.

Section 2.07 Environmental Permitting. Although the Project shall be pursued in a manner that seeks to avoid or minimize the impact to any jurisdictional wetlands (the “Wetlands”), it is possible that inclusion of the Wetlands may be unavoidable, in which event the costs for permits, Wetlands delineation, a cultural resource survey and report, a protected species assessment, and Wetlands impact mitigation shall be added to the Budget and become a part of the Project Costs.

In the event an Environmental Assessment (but not an Environmental Impact Statement) (as those terms are defined by the National Environmental Protection Act and related regulations) will be required for the Project, such cost will be added to the Budget.

If an Environmental Impact Statement is required, the Parties agree to meet and confirm prior to proceeding with the Project.

Section 2.08 Competitive Bid and Award of the Project.

(a) Upon approval of the Plans by all entities with jurisdiction and the Participants, which approvals shall not be unreasonably withheld, conditioned or delayed, the County shall advertise for competitive bids for the construction of the Project (together or in separate contracts) in accordance with the requirements of the County. Once the Plans have been so approved, they shall not be modified in any material respect without the approval of the Parties, which approval shall not be unreasonably withheld, conditioned or delayed. Upon receipt of bids for the Project, the County will notify the Participants of the amount of the recommended bid (with a 10% contingency) and each party’s allocated pro rata share of the Project Costs (the “Notice of Bid”) as described in Article III below.

(b) If the bid amount causes the Project to exceed the Budget (including contingencies), the Parties will have 30 days to meet and confer to determine whether to increase the Budget

and award the contract as bid, revise the scope of the Project and rebid, or terminate this Agreement. In no event shall the Project Costs exceed that provided for in the approved Budget, including the 10% contingency, unless approved by the Parties.

(c) If there are no objections to the award of the contract to the recommended bidder, and after receipt of all funds from the Participants in accordance with Section 3.02 below, the Dedication Instruments shall be released by the escrow agent holding same to the County, and the County will enter into a contract with the qualified bidder (the "Construction Contract"), which may be subject to change orders that increase, decrease, or otherwise alter the Project Costs under such contract subject to the Participants' approval rights as to same pursuant to this Agreement. If the County constructs the Project in multiple contracts, the provisions of this Agreement shall apply to each Construction Contract.

Section 2.09 Construction Administration and Oversight.

(a) After award of the Construction Contract, the County shall administer the Construction Contract. The County, through its engineer or authorized representative, shall provide on-site inspection of the construction of the Project in accordance with the Construction Contract. The County shall approve or deny all pay applications and requests for extensions of time and shall pay all valid pay applications issued under the Construction Contract.

(b) Change orders submitted under the Construction Contract and recommended by the County shall be subject to review and approval by the Parties, or their respective authorized agents, which review and approval will not be unreasonably withheld, conditioned or delayed. If the Participants desire to object to a proposed change order, they must provide written notice to the County within fifteen (15) days of the date the proposed change order is sent to the Participant. Otherwise, the Participants will be deemed to have approved the change order. No change order may be approved that would cause the Budget to exceed the Budget, including the contingency amount contained therein, without the express written approval of the Participants.

(c) The Participants, through their authorized representatives, may observe all construction for conformity with the County's Design Criteria and shall immediately direct requests for changes or corrections to work performed under the Construction Contract to the County Engineer, if the Participants find such changes or corrections to be necessary upon such inspection. Any change orders for work requested by the Participants shall be subject to review and approval by the County, which shall not be unreasonably withheld, conditioned or delayed if the work being performed is clearly shown to be out of compliance with the design criteria.

(d) The Parties agree that the County does not warrant the quality of any engineering or construction work done by any third party in connection with, or materials provided for, the Project, nor for compliance of same with standards and other governmental codes and regulations applicable thereto, nor shall the County be deemed to be responsible for any such compliance. The Parties agree that the County has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(e) The County shall have the right to terminate the Construction Contract and to enforce its remedies thereunder, as determined by the County to be necessary. In the event of any such termination, the County shall have the right to complete and/or cause the completion of the Project itself and/or through such other contractor(s) as the County determines to be appropriate and as are approved by the Participants; provided that all work done in connection with such completion shall be in compliance with the County standards for road work. The costs of any necessary and approved completion work shall be considered a Project Cost.

### **Article III. PROJECT FINANCING**

Section 3.01 Overview. In general, Project Costs will be allocated among the Parties as fifty percent (50%) to the Participants and fifty percent (50%) to the County. The Participants will in turn allocate their 50% share among themselves pursuant to the Participation Agreement. The County has entered into separate agreements with the City of Katy and the City of Fulshear, with respect to the allocation of the County's 50% share of the Project Costs among those public entities. An illustration of the cost allocation is shown in **Exhibit C** (the "City Contracts"). The project budget does not include the estimated cost for the at-grade interchange with the future FM1093 interchange (The "FBTRA Interchange"). In the event the FBTRA Interchange is not constructed at the time of Phase III, the FBTRA Interchange will be built as a part of the Project, and the County will pay for those costs solely from the FBTRA funds. The Project Costs do not include the costs associated with the FBTRA Interchange.

Section 3.02 Budget; Project Cash Flow; Timing of Payments.

(a) The current Budget is shown in **Exhibit B**.

(b) The Participants have incurred Project Costs for Phase I and will provide the County with an accounting of those expenses within 30 days of execution of this Agreement. The Participants will continue to advance all the Project Costs for Phases I and II through the end of Phase II.

(c) At the beginning of Phase III, after the County has taken bids for the Construction Contract, the County will update the Budget to include all Project Costs for Phases I & II and the estimated Project Costs for Phase III, including a 10% contingency. The revised Budget shall be approved by the Parties, such approval not to be unreasonably withheld, conditioned or delayed. In the Notice of Bid, the County will make a cash call to the Participants in an amount equal to fifty percent (50%) of the total Project Costs as shown in the revised approved Budget, minus the amount spent by the Participants on Phase I & II. The County shall allocate the remaining amount from County funds. An illustration of this cash flow and calculation is shown in **Exhibit C**.

(d) The Participants will advance their pro-rata share of the remaining Project Costs, in accordance with the revised approved Budget, to the County within forty-five (45) days of the date the Notice of Bids is sent to each Party. The County shall allocate the remaining Project Costs from any County funds lawfully available for that purpose, including the proceeds of bonds or other obligations issued by the County for the Project. The

Participants are not obligated to advance any funds in excess of this amount calculated pursuant to this section without the express written approval of the Participants.

Section 3.03 Final Accounting. Within 30 days of the completion of the Project, the County shall submit to the Participants a final accounting of the Project Costs and the Participants' allocated costs under Section 3.01 above. If the final accounting shows that the amounts owed by the Participants for the Project Costs are more than amounts previously remitted to the County, the Participants shall pay any outstanding amounts due (up to the Participants' maximum contribution) within forty-five (45) days of the receipt of the final accounting. If the final accounting shows that the amounts owed by the Participants for the Project Costs are less than amounts previously remitted to the County, the County shall remit any overage to the Participants within forty-five (45) days of the submission of the final accounting. The County may withhold from this refund the Participants' share of the amount of warranty retainage customarily held by the County until expiration of the warranty period, or may withhold the warranty retainage solely from its funds, at the County's discretion.

Section 3.04 Project Ownership. The County will be the owner of the Project during construction. After the County's final acceptance of the Project as complete, the County shall convey the portions of the Project to the City of Katy, the City of Fulshear and Waller County, within each entity's jurisdiction. Such conveyance shall be subject to, and the County shall require all such entities to agree to honor in all respects, the curb cuts and access arrangements and facilities included within the Plans. The Parties agree to negotiate in good faith to establish a common maintenance authority and schedule for the entire corridor.

Section 3.05 County Funding of Project Costs.

(a) The County will fund its estimated \$13,285,674 share of the Project Costs from two sources: bond proceeds from County Road Bonds authorized by a County-wide election held in 2013 and Certificates of Obligation paid from tax increment generated within the Service Area defined below. The County will also issue Certificates of Obligation to pay for the Cities' share of the Project Costs (estimated to be \$11,145,695 at the time of this agreement), to be paid from the contract payments pursuant to the City Contracts.

(b) Service Area Defined. The Service Area is the land within the County shown on **Exhibit H.**

(c) Tax Increment. "Tax Increment" means the total value of all taxable property located within the Service Area for that year less the Base Value. The Tax Increment shall be determined without regard to any future tax abatement or rebate (pursuant to an economic development agreement, abatement or otherwise) granted by the County of any portion of such value. The "Base Value" means the value of all taxable property located in the Service Area as of January 1, 2017.

(d) The County will deposit into a separate account (designated as the Texas Heritage Parkway Project Account) the Tax Increment necessary to pay the annual debt service on the County's Certificates of Obligation (but not the County Road Bonds), including required

reserves funds, paying agent fees, or any costs that in the opinion of the County Auditor are necessary and proper for the payment of the debt service on the County Certificates of Obligation issued to pay the Project Costs.

(e) The forgoing notwithstanding, the County reserves the right to pay for the Project Costs, or debt service on County Bonds or County Certificates of Obligation from any funds lawfully available for such purpose.

(f) Any certification by the County of available funds to accomplish and pay the obligation of the County under this Agreement is conditioned upon an order of the County's Commissioners Court to levy an ad valorem tax and provide an appropriate sinking fund sufficient to pay the County's obligations under this Agreement.

#### **Article IV. MISCELLANEOUS**

Section 4.01 Notices. All notices, requests, demands and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

If to Participants: To the addresses shown on **Exhibit F**.

With a copy to: The Muller Law Group, PLLC  
16555 Southwest Freeway, Suite 200  
Sugar Land, Texas 77479  
Attn: Richard L. Muller, Jr.  
Email: [richard@mullerlawgroup.com](mailto:richard@mullerlawgroup.com)  
Tel: (281) 500-6050  
Fax: (281) 277-8207

If to the County: Fort Bend County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469  
Attn: Bob Hebert  
Email: [Robert.Hebert@fortbendcountytexas.gov](mailto:Robert.Hebert@fortbendcountytexas.gov)  
Tel: (281) 341-8608  
Fax: (281) 341-8609

With copies to: Fort Bend County  
Attn: Roy L. Cordes, Jr.  
Email: [roy.cordes@fortbendcountytexas.gov](mailto:roy.cordes@fortbendcountytexas.gov)  
Tel: (281) 238-3339  
Fax: (281) 341-4557

Attn: County Engineer  
Email: [Richard.Stolleis@fortbendcountytexas.gov](mailto:Richard.Stolleis@fortbendcountytexas.gov)  
Tel: (281) 633-7506

Fax: (281) 342-7366

Section 4.02 Termination of Agreement. This Agreement is subject to termination by either the County or by the Participants acting jointly in accordance with the Participation Agreement, if construction of the Project does not begin within eighteen (18) months from the effective date hereof. Otherwise, this Agreement is to remain in full force and effect unless terminated by mutual agreement of the Parties hereto.

Section 4.03 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties concerning the Project. There have been and are no agreements, covenants, representations, or warranties between the Parties, whether oral or otherwise, other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the Parties.

Section 4.04 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the County.

Section 4.05 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

Section 4.06 Successors and Assigns. This Agreement shall apply to and be binding upon the Parties hereto and their respective successors and assigns. This Agreement and any of the rights obtained hereunder are not assignable by any party hereto without the express written consent of the other Parties, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the forgoing, a Participant may assign all of its rights and obligations under this Agreement, without having to obtain any consent of the other Parties, to any party who is an Affiliate of such Participant or to a special district (e.g., Municipal Utility District or the Fulshear Parkway Improvement District) with jurisdiction over all or a portion of such Participant's Property, upon compliance with the provisions of this section. The assignee must assume all obligations of the assignor under this Agreement pursuant to a written agreement of assignment and assumption executed by the assignor and assignee, in form and substance reasonably satisfactory to the Lead Participants and the County (excluding any Lead Participant who is an assignor or assignee), and the assignor must provide a copy of the executed assignment and assumption documents to the Escrow Agent and the Lead Participants (excluding any such assignor or assignee) within ten (10) days after the occurrence of such

assignment and assumption. No such assignment and assumption shall have the effect of releasing the assignor from liability for any of its obligations hereunder, whether then existing or thereafter arising, unless otherwise agreed in writing by all of the other Participants, which agreement shall not be unreasonably withheld, delayed or conditioned.

Section 4.07 Authorization. Each party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization; (ii) the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject; and (iii) this Agreement is a binding and enforceable agreement on its part. Any approvals of or actions by the Participants contemplated by this Agreement, which approvals or actions the Participation Agreement expressly allows to be taken or provided by the Lead Participants on behalf of the Participants, may be taken or provided by the Lead Participants, as and to the extent so allowed. The County may rely on the representations of the Lead Participants that any action by them on behalf of the Lead Participants is authorized by the Participation Agreement.

Section 4.08 Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be exclusively in Fort Bend County.

Section 4.09 Effective Date. This Agreement will be effective as of the date of the execution by the last party to execute this Agreement.

[EXECUTION PAGES FOLLOW]

## **EXHIBITS**

Exhibit A – Project Schematic Plans

Exhibit B – Budget

Exhibit C – Project Cost Allocation

Exhibit D – Cash Flow Requirements by Phase

Exhibit E – Form of Dedication Instruments

Exhibit F – Addresses of Participants for Notice

Exhibit G – Project Schedule

Exhibit H -- Service Area Map

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

EXECUTED this \_\_\_\_\_ of \_\_\_\_\_, 2017.

CCR TEXAS HOLDINGS LP,  
a Delaware limited partnership

By: Johnson/CCR GP, LLC, general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ of \_\_\_\_\_, 2017.

FORT BEND JORDAN RANCH LP, a Texas  
limited partnership

By: Johnson Jordan Ranch GP LLC, its general  
partner

By: \_\_\_\_\_  
Stephen Sams  
Vice President

EXECUTED this \_\_\_\_\_ of \_\_\_\_\_, 2017.

CATHEXIS RE HOLDINGS, LP, a Texas limited partnership

By: CATHEXIS SUBSIDIARIES GP, LLC,  
a Texas limited liability company, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CAT HIL FULSHEAR, LLC,  
a Texas Limited Liability Company

By: \_\_\_\_\_  
William B. Harrison  
Manager

CAT HIL ALLEN, LLC,  
a Texas Limited Liability Company

By: \_\_\_\_\_  
William B. Harrison  
Manager

EXECUTED this \_\_\_\_\_ of \_\_\_\_\_, 2017.

DJH RANCHING, LP, a Texas limited partnership

By: DJH Ranching GP, LLC, a Texas limited liability  
company, General Partner

By: \_\_\_\_\_  
Daniel J. Harrison III, Manager

EXECUTED this \_\_\_\_\_ of \_\_\_\_\_, 2017.

RONALD W. HENRIKSEN "A" TRUST

By: \_\_\_\_\_  
Ronald W. Henriksen  
Trustee

RONALD W. HENRIKSEN "B" TRUST

By: \_\_\_\_\_  
Ronald W. Henriksen  
Trustee

EXECUTED this \_\_\_\_\_ of \_\_\_\_\_, 2017.

D.R. HORTON – TEXAS, LTD.,  
a Texas limited partnership

By: D.R. Horton Inc., a Delaware corporation,  
authorized agent

By: \_\_\_\_\_  
Christopher Lindhorst  
Division President

EXECUTED this \_\_\_\_\_ of \_\_\_\_\_, 2017.

M/I HOMES OF HOUSTON, L.L.C., a Delaware  
limited liability company

By: \_\_\_\_\_  
Pat Duggan  
Vice President of Land

EXECUTED this \_\_\_\_\_ of \_\_\_\_\_, 2017.

BEAZER HOMES OF TEXAS, L.P.

By: \_\_\_\_\_  
Jeff Anderson  
Vice President of Land Acquisition and  
Development

FORT BEND COUNTY, TEXAS

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Name:

Title:

(SEAL)