

Approved**MINUTES**

BE IT REMEMBERED, That on this 14TH DAY of MAY, 2019, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

KP GEORGE	COUNTY JUDGE
VINCENT MORALES	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
KEN R. DEMERCHANT	COMMISSIONER PRECINCT 4
LAURA RICHARD	COUNTY CLERK

When the following were heard and the following orders were passed:

1. Call to Order.

Call to Order by Judge KP George at 1:00 p.m.

2. Invocation and Pledges of Allegiance by Commissioner Vincent Morales.

Invocation and Pledges of Allegiance by Commissioner Vincent Morales.

3. Approve minutes of special meetings/budget workshops held on May 1, 2, and 3, and the regular meeting held on May 7, 2019.

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve minutes of special meetings/budget workshops held on May 1, 2, and 3, and the regular meeting held on May 7, 2019.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

Fort Bend County, the previous weather incident will be analyzed and the County will learn from the analysis and coordinate the response effort to improve future activities.

20. COMMISSIONER, PCT. 3:

Discuss and consider taking action to acquire property in Precinct 3 for the Public Safety Substation. (Fund: 2015 Facility Bonds, Proposition 4)

Moved by Commissioner Meyers, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to acquire the subject property in Precinct 3 for the Public Safety Substation, subject to review and approval of the County Attorney's office and subject to receiving Form 1295.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

Commissioner Meyers clarified this is a substation that will house mainly the Sheriff's Office and will have space for the Fire Marshal and Public Health. The new location is on the northwest corner of FM 1093 and FM 1463, is just less than three acres and has parking with an easement next to the property for additional parking.

21. AUDITOR:

A. Take all appropriate action on Resolution Declaring Intention to Advance Funding and Reimburse Jail Kitchen Ventilation System Expenditures.

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve Resolution Declaring Intention to Advance Funding and Reimburse Jail Kitchen Ventilation System Expenditures.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

B. Take all appropriate action on the acceptance of State Criminal Alien Assistance Program award for FY 2017 in the amount of \$318,265.

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to accept the State Criminal Alien Assistance Program award for FY 2017 in the amount of \$318,265.

Judge George	Yes
Commissioner Morales	Yes

EARNEST MONEY CONTRACT

THIS EARNEST MONEY CONTRACT (the "**Contract**") is made and entered into as of the Effective Date (hereafter defined) hereof, by and between **LANDMARK INDUSTRIES**, a Texas general partnership (the "**Seller**") and **FORT BEND COUNTY** and or assigns (the "**Purchaser**"), and, for the terms of which:

1. Sale and Purchase.

Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and on and subject to the terms and conditions herein set forth, the following:

A. Good and indefeasible fee simple title to that tract or parcel of land situated in Fort Bend County, Texas, shown on Exhibit "A" attached hereto (approximately 2.849 acres or 124,129 square feet of land more or less), together with all rights, titles and interests of Seller in and to adjacent streets, alleys, rights of way, and any adjacent gaps, strips or gores of real estate, and the improvements situated thereon, if any ("**Land**"); and

B. Any and all governmental permits, approvals, utility commitment letters and wastewater capacity relating to the Land.

The above listed items are herein collectively referred to as the "**Property**." All of the Property shall be conveyed, assigned and transferred to Purchaser at Closing (hereafter defined), free and clear of all liens, claims, easements and encumbrances whatsoever, except as hereafter provided.

2. Purchase Price.

The total Purchase Price (the "**Purchase Price**") to be paid by Purchaser to Seller for the Property shall be the sum of **ONE MILLION FOUR HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED FORTY-EIGHT and NO/100 DOLLARS (\$1,489,548.00)**. The Purchase Price shall be payable in cash at closing.

3. Earnest Money

A. Within three (3) business days of full execution of the Contract by Purchaser and Seller, Purchaser will deliver to RIVERWAY TITLE, Attention: Mr. Burr Buckalew, 5 Riverway, Suite 300, Houston, TX 77056, Phone (713) 266-2595, e-mail: bbuckalew@riverwaytitle.com (the "**Title Company**") the sum of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,0000.00)** (the "**Earnest Money**") in cash, or by check representing good funds immediately available in Harris County, Texas, which shall be held in an interest bearing account or accounts at a federally insured lending institution(s) acceptable to Purchaser. Said Earnest Money shall be delivered by the Title Company in accordance with the provisions of this Contract. Notwithstanding anything contained herein to the contrary, all interest earned on the Earnest Money will be paid to Purchaser by the Title Company upon receipt thereof. At the Closing, the Earnest Money shall be applied to the Purchase Price, and the interest earned thereon delivered to Purchaser (unless Purchaser shall instruct the Title Company to apply the Earnest Money to the Purchase Price). If this Contract shall fail to close as provided for herein, then the Earnest Money shall be dealt with as otherwise provided for

below. Failure to timely deposit the Earnest Money shall result in the automatic termination of this Contract, and the parties hereto shall be released from all liability hereunder.

4. Survey and Title Commitment

A. Within five (5) days after the Effective Date of this Contract, Seller, at Seller's sole cost and expense, shall provide Purchaser with a copy of the existing survey of Seller's adjacent land, that shall include the Property, as prepared by Brown and Gay Engineers, Inc. ("BGE").

B. Within fifteen (15) days after the Effective Date of this Contract, Purchaser, shall order a survey (the "Survey"), acceptable to Purchaser, Seller and the Title Company, which Survey shall be addressed to Purchaser, Seller and Title Company and such Survey shall: (1) reflect the gross square feet (herein defined as the total square feet within the boundaries of the Land), within the Land, the location of any easements, setback lines, encroachments or overlaps thereon or thereover, and the outside boundary lines of all Improvements, if any; (2) identify by recording reference all easements, setback lines and other matters referred to on the Title Commitment (herein defined); (3) include the surveyor's registered number and seal, the date of the Survey and a certificate in form reasonably satisfactory to Purchaser; (4) reflect that there is access to and from the Land from a publicly dedicated street or road; (5) be sufficient to cause the Title Company to delete (except for shortages in area) the printed exception for "discrepancies, conflicts, or shortages in area or boundary lines, or encroachments, or any overlapping of improvements" in the Owner's Title Policy to be delivered pursuant to Section 7, subsection B,2,c hereof; (6) reflect any area within the Land that has been designated by the Federal Insurance Administration, the Army Corp of Engineers, or any other governmental agency or body as being subject to special flood hazards; (7) indicate all existing utilities and improvements; (8) depict any and all easements, set-backs and improvements on the property; and (9) in general, comply with the requirements of the Texas Surveyors Association for a Category 1A Condition II Survey. The Survey shall also be accompanied by a field note description of the Property, which shall be the description of the Property used in the Special Warranty Deed from Seller to Purchaser delivered at Closing hereof. The field note description of the surveyor shall control any conflicts or inconsistencies with Exhibit "A" hereto or any other description of the Property contained in this Contract; and, upon completion of such field notes, the same shall be incorporated herein by this reference.

C. Within fifteen (15) days after the Effective Date of this Contract, Seller shall, at Seller's sole cost and expense, deliver or cause to be delivered to Purchaser a Commitment for Title Insurance, and including true, complete and legible copies of all recorded documents referred to in the Title Commitment or unrecorded documents constituting exception. (the "**Title Commitment**") issued by the Title Company setting forth the current status of title of the Property and showing all liens, claims, encumbrances, easements, rights of way, reservations, restrictions and other encumbrances affecting the Property.

Purchaser shall have twenty (20) days from and after receipt of the Title Commitment and Survey to examine and review the same and to notify Seller of those items that Purchaser finds objectionable (the "**Objectionable Encumbrances**"). If such notice is not timely delivered to Seller at the address hereinafter set out, then all of the items reflected on the Title Commitment and the Survey, as the case may be, shall be considered acceptable (the "**Permitted Encumbrances**"). Seller may, at Seller's sole option, cure and remove any or all of the Objectionable Encumbrances, and deliver to Purchaser within seven (7) days of the date of Purchaser's notice an amended Title Commitment reflecting that the Objectionable Encumbran-

ces have been cured and removed. If Seller is unable or unwilling to cause any or all of the Objectionable Encumbrances to be removed or cured timely, then Purchaser shall have the right to: (1) terminate this Contract, in which event the Earnest Money (together with the interest earned thereon) shall be immediately refunded to Purchaser and this Contract shall be deemed terminated and the parties shall be relieved from all further obligations hereunder, each to the other; or (2) purchase the Property subject to the Objectionable Encumbrances not so removed or cured, and the parties shall proceed to Closing as otherwise provided for herein. The Title Commitment may be updated as requested by Purchaser, and Purchaser and Seller shall have the objection and curative rights set forth above with regard to any matters appearing on a revised or updated Title Commitment which did not appear in an earlier version.

D. Within seven (7) business days after the Effective Date of this Contract, Seller shall deliver to Purchaser true and complete copies of any of the following items in Seller's possession or to which Seller has reasonable access: true and complete copies of any leases pertaining to the Property including copies of all environmental, soils, grading, or other engineering reports, assessments, studies, or analyses affecting the Property or portion thereof; all utility service agreements, commitments, acceptance or availability letters evidencing service, capacity or reimbursement rights from the applicable utility providers and any other written studies, reports or permits or approvals regarding the Property.

5. Seller's Representations, Warranties, and Covenants

As of the Effective Date hereof, Seller hereby represents and warrants to, and covenants with, Purchaser the following:

A. Seller is authorized to enter into this transaction, and Seller has been duly authorized to execute this Contract, and to consummate the transaction contemplated hereby. Neither this Contract nor any of the documents required to consummate the transaction contemplated hereby violates any agreement or instrument to which Seller is a party or by which Seller is bound.

B. Seller now has and will have on the Closing Date good and indefeasible title in fee simple to the Property, free and clear of all liens; and no party, except as expressly set forth herein or as will be disclosed on the Title Commitment and Survey or Purchaser's Survey, has or shall have on the Closing Date any rights in, or to acquire, the Property.

C. To the best of Seller's knowledge, there are no condemnation proceedings, legal or administrative actions, suits, claims, assessments or other proceedings pending or, to the knowledge of the Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

D. Seller shall immediately notify Purchaser of any material change with respect to the title or physical condition of the Property or with respect to any of the information heretofore or hereafter furnished by Seller to Purchaser concerning the Property.

E. From the date hereof until the Closing Date, Seller shall not: (1) commit or authorize to be committed any waste to the Property; and (2) enter into any agreement or instrument, or take any action that would encumber the Property after Closing, that would bind the Purchaser or the Property after Closing, unless such is expressly subordinate to this Contract, without the prior written consent of Purchaser.

F. All bills and other payments due with respect to the ownership, operation and maintenance of the Property have been (and on the Closing Date will be) paid; and no liens, charges, or other claims for the same have been filed or asserted, or will be filed or asserted, against any part of the Property.

G. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder); and in this connection, Seller shall execute and deliver to Purchaser and Title Company an Affidavit as required by Title Company.

H. In regards to the Property, there are currently no service agreements or lease agreements in effect and there are no persons or entities that currently occupy all or a portion of the Property under a lease, license, occupancy agreement, or other agreement (except recorded easements) providing for the use of any portion of the Property that are not cancellable with a minimum thirty (30) day notice. Seller is not currently in possession of any security deposits or prepaid rents related to any lease agreement previously in effect and relating to the Property. Furthermore, there is not currently owed any delinquent rents arising from such previously executed lease agreements.

I. Purchaser acknowledges that Purchaser will have independently and personally inspected the Property and that Purchaser has entered into this Contract based upon its ability to make such examination and inspection. The Property is to be sold to and accepted by Purchaser at the Closing in its then present condition, **"AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,** (other than the special warranty of title to be included in the Special Warranty Deed and any representations or warranties contained herein); specifically (without limiting the generality of the foregoing), without any warranty of (1) the value or utility of the Property, (2) the suitability of the Property for development as for commercial development, (3) the soil conditions existing at the Property for any particular purpose or developmental potential, (4) except as expressly set forth in this Section 5. I, the presence or absence of any hazardous substances or matter, endangered or threatened species, or archeological or historical relics or materials in or on the Property. **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO PURCHASER, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. IF THE CLOSING OCCURS, THEN PURCHASER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, SHALL BE DEEMED TO HAVE WAIVED ALL LIABILITY OF, AND ALL CLAIMS AGAINST, SELLER WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL MATTERS (AND ANY REMEDIATION, CONTRIBUTION, OR INDEMNITY OBLIGATIONS), EXCEPT LIABILITY FOR BREACH OF ANY SURVIVING WARRANTIES.** The language of this paragraph shall be set forth in the Special Warranty Deed, but shall survive the Closing.

6. **Conditions to Closing.** The following conditions are conditions to Closing:

A. **Review Period.** The parties recognize and agree that Purchaser will require access to, and an opportunity to inspect and evaluate the Property in order to effect the conveyance herein contemplated. Accordingly, Purchaser is hereby granted a period of ninety (90) calendar days, beginning on the Effective Date hereof (the "**Review Period**"), to come upon and inspect and review the Property to determine whether or not the Property is suitable

for Purchaser's needs. If Purchaser, in Purchaser's sole and absolute discretion, determines that the Property is not suitable for its needs, for any reason whatsoever, or Purchaser decides not to purchase the Property for any reason, or for no reason, Purchaser may elect to terminate this Contract by notifying Seller prior to the expiration of the Review Period. Upon delivery of such written notice by Purchaser, this Contract will terminate and all Earnest Money will be refunded to Purchaser, save and except \$500.00 which will be delivered to Seller as the independent option consideration to support this Contract and the parties hereto shall be relieved from all obligations hereunder, each to the other, except as otherwise provided for herein. If the termination notice has not been delivered to Seller prior to expiration of the Review Period, then this Contract will continue in full force and effect. Purchaser shall restore the surface of the Property disturbed by any such tests and inspections to a grade substantially the same as that which existed immediately prior to such test or inspection procedure. The foregoing restoration obligations of Purchaser shall survive any termination or expiration of this Contract, but not the Closing.

B. **Platting.** Seller and Purchaser hereby agree that Purchaser, at Purchaser's sole cost and expense, shall have the right to commence the platting procedures for any or all of the Property with the appropriate governmental authority during the Review Period, however, Purchaser shall not be allowed to record any plats for the Property prior to Closing. Seller agrees to cooperate with Purchaser in obtaining and executing the required documents to assist Purchaser in such platting of the Property at no cost or liability to Seller. Prior to any preliminary plat submittal to any governmental agency having jurisdiction over platting of the Property, Purchaser shall submit to Seller for Seller's review and approval.

C. **Reps and Warranties.** All of the representations and warranties of Seller contained in this Contract shall have been true and correct when made and shall be true and correct on the Closing Date with the same effect as if made on and as of such date and shall survive after the Closing Date.

D. **Compliance.** Seller shall have performed, observed, and complied with all covenants, agreements and conditions required by this Contract to be performed, observed, and complied with on its part prior to or as of the Closing hereof.

E. **Proceedings.** As of the Closing, no proceedings shall be pending or threatened which could or would involve a change in the ownership of the Property or adversely affect the Property.

F. **Document Form.** All instruments required on the part of Seller to be delivered to Purchaser hereunder shall be in form and substance reasonably satisfactory to Purchaser and its counsel.

G. **Restrictions.** In addition to any restrictions as stipulated in the Declaration of Restrictive Covenants, as defined below, Purchaser and Seller shall have agreed upon the form of the following restrictions upon the Property, which shall run with the land and be contained in the Special Warranty Deed conveying the Property to Purchaser:

1. The commercial sale of gasoline, diesel fuel, motor fuels of any kind or any alternative fuels for motor vehicles including propane, compressed natural gas, liquefied natural gas or any electrical charging supply points for motor vehicles. This restriction shall not apply to the distribution of such for any vehicles owned and operated by Fort Bend County or for any public purpose by a governmental entity.

2. The commercial sale or operation of a convenience type food store facility similar to the facilities currently operated by Landmark Industries or Texas Petroleum Group, LLC under the trade name of Timewise Food Stores.

3. No fast food restaurant which derives in excess of 20% of its revenue from the sale of hamburger type sandwiches shall be constructed or operated upon any parcel of land upon the Property.

4. Drug Store such as Walgreens or CVS;

5. No drive thru car wash facilities or wand car wash facilities.

6. No Automotive Repair Shops, such as Christian Brothers Automotive.

7. No discount stores such as Aldi's, Dollar General, Dollar Tree, Family Dollar.

8. No tobacco outlet specializing in the sale of tobacco products and/or vapor type smoking products.

9. No bank, savings and loan or credit union.

10. No automatic teller machines or any cash back dispensing machines.

11. No liquor store or any type store selling cigarettes, beer or wine.

THE RESTRICTONS IDENTIFIED IMMEDIATELY ABOVE SHALL RUN WITH THE LAND AND SHALL APPEAR IN THE SPECIAL WARRANTY DEED CONTEMPLATED HEREUNDER.

H. **Water and Sanitary Sewer Utilities.** Purchaser and Seller shall have agreed during the Review Period on the water and sanitary sewer capacity requirements for the Purchaser's intended use as an office facility. Prior to expiration of the Review Period, Purchaser shall obtain a utility capacity letter from Fort Bend County MUD 173 and Purchaser shall furnish Seller a copy of the utility capacity letter for Seller's review and approval. Seller shall be responsible for extending the water and sanitary sewer line to the Property and Purchaser shall be responsible for all costs and expenses of impact fees, tap fees or other charges by Fort Bend County MUD 173 or the Master MUD.

I. **Architectural Control.** Prior to construction of any improvements upon the Property, Purchaser, its successors and assigns shall deliver to the Cross Creek Ranch architectural review committee (the "ARC") for approval by the ARC, all preliminary plans (the "Preliminary Plans") for the proposed improvements to be built by Purchaser on the Property (the "Improvements"). The Preliminary Plans shall consist of (i) a site plan for the Property which shows the location on the Property and dimensions of all proposed improvements, including parking areas, lighting, perimeter fencing, trash and storage areas, above-ground utility facilities (if any) and landscaping, (ii) indicate the color elevations and exterior finish materials of the building Improvements, (iii) comply with the Declaration of

Restrictive Covenants as recorded under Fort Bend County Clerk's File No. 2006020011 (the "Declaration of Restrictive Covenants"), and (iv) a diagram of the monument signage that illustrates the dimensions, construction materials and sign graphics.

J. Seller Plan Approval. Within seventy-five (75) days of the Effective Date hereof, Purchaser shall submit to Seller, for Seller's written approval, not to be unreasonably withheld, conditioned or delayed, a site plan which shall include the location of all planned improvements on the Property and dimensions of all proposed improvements, including parking areas, lighting, perimeter fencing, trash and storage areas, above-ground utility facilities (if any) and landscaping, (ii) indicate the color elevations and exterior finish materials of the building Improvements, and (iii) a diagram of the monument signage that illustrates the dimensions and construction materials of the monument sign. Additionally, the plans shall include the building pad to be setback a minimum of one hundred feet (100') from the north right-of-way line of FM 1093. If Seller fails to respond within the ten (10) days after receipt of the site plan, as referenced in this paragraph, then Seller will be deemed to have approved the site plan.

K. REA. Purchaser and Seller, shall have agreed upon the form of a Reciprocal Easement Agreement ("REA") during the Review Period (with Purchaser and Seller each agreeing to use diligent, good faith efforts to agree on such REA form), to be executed by Purchaser and Seller and recorded at Closing, containing the following provisions and such other terms and conditions as Purchaser and Seller may agree:

1. Driveways and Reciprocal Easement Areas.

a. Seller Driveways. Purchaser shall install a concrete paved, private driveway that includes a thirty-five foot (35') wide driveway with a minimum of a thirty-five foot (35') radius, located at the northwest portion of Seller's Adjacent Property fronting Flewellen Way, allowing access from the Property and the Seller's Adjacent Tract, to Flewellen Way (the "Flewellen Way Driveway"), as shown on the attached Exhibit "D".

b. Easement Areas. As case may be, Seller and Purchaser shall grant to one another a non-exclusive reciprocal easement for ingress and egress over and across the following:

(i) **Flewellen Way Access Easement.** A twenty-eight foot (28') wide concrete paved, private access way that connects the Seller's Adjacent Tract and the Property to Flewellen Way through the Flewellen Way Driveway (the "Flewellen Way Access Easement") as shown on the attached Exhibit "D". The Flewellen Way Access Easement area shall be installed by Purchaser, at Purchaser's sole cost and expense, at such time Purchaser commences development of the Property.

(ii) **28 Foot Shared Access Driveway .** Purchaser, at Purchaser's sole cost and expense, at such time Purchaser commences development of the Property, shall install a twenty-eight foot (28') wide temporary asphalt, private shared driveway with the northern portion of the temporary asphalt driveway located approximately a minimum of twenty-five feet (25') from the northern boundary of the Seller's Adjacent Tract and the northeast boundary of the Property (the "FM 1463 Shared Access Driveway"), as shown on the attached Exhibit "D". Seller and/or assigns, at any time Seller and/or assigns so desires, shall reserve the right to remove the temporary asphalt paving and install a twenty-eight foot (28') concrete paved access way to be located in an area not to exceed a variance of twenty-five feet (25')

from the center line of the temporary asphalt paved driveway in a northerly or southerly direction. The FM 1463 Shared Access Easement shall provide Seller and Purchaser access from their respective tracts to FM 1463 and Flewellen Way.

(iii) **Easements.** The Flewellen Way Access Easement and the FM 1463 Shared Access Easement are collectively referred to as (the "Easements" or "Easement").

2. **Reciprocal Easements** Seller and Purchaser shall grant to one another non-exclusive reciprocal easements for ingress and egress over and across the Flewellen Way Driveway and Easement areas, together with any future driveways which may be installed upon the Property or Seller's Adjacent Tract to connect the Property to Flewellen Way and FM 1463 and shall grant to one another temporary construction easements for construction to be performed by one party on the property of the other. The REA shall contain customary insurance and indemnification clauses for access by one party on the property of the other, and an agreement that the parties shall cooperate with one another in the course of carrying out their respective construction activities and the indemnification clause shall clearly state that such clause shall not apply to any governmental entity (including, without limitation, Fort Bend County) which owns any land subject to the REA. The REA shall also provide that there shall be no barriers or speed bumps, or parking of any vehicles, in the Flewellen Way Driveway or Easements areas., The Flewellen Way Driveway and, Easements area shall remain private and shall not be dedicated to the City of Fulshear, Fort Bend County or any governmental agency having jurisdiction over Seller's Adjacent Tract or the Property. In the event the Seller and Purchaser are unable to reasonably agree on the form and content of the REA prior to the expiration of the Review Period, then the Contract shall automatically terminate as of the expiration of the Review Period and all Earnest Money shall be returned to Purchaser, and neither party shall have any further duties or obligations to the other hereunder other than those which expressly survive termination of this Contract.

7. Closing

A. The consummation of the sale of the Property by Seller to Purchaser (the "**Closing**") shall occur and take place the later to occur of (i) on or before thirty (30) days after expiration of the Review Period and is referred to herein as the "**Closing Date**." The Closing shall occur at the offices of the Title Company.

B. At the Closing, the following (which are mutually concurrent conditions) shall occur:

1. Purchaser shall deliver or cause to be delivered to Seller the Purchase Price, as set out in Section 2 above, in good funds, immediately available in Fort Bend County, Texas, adjusted as otherwise provided for herein. Purchaser shall execute and deliver to Seller all other customary closing instruments.

2. Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

a. Special Warranty Deed in form and substance as shown on the attached Exhibit "C", as mutually agreed upon by Seller and Purchaser prior to the end of the Review Period.

b. Assignment on the necessary forms, to include the utility capacity letter as referenced in Section 6.H. transferring wastewater capacity and any such required utility capacity or commitments, including detention capacity. Seller hereby agrees to reasonably cooperate with Purchaser in transferring such capacity and other utilities to Purchaser, and shall provide written confirmation of such assignment by the applicable utility provider(s). This provision shall survive the Closing. All Fort Bend County MUD 173 and the Master MUD, as defined herein, reimbursements shall be and remain the property of Seller.

c. Owner's Policy of Title Insurance in the amount of the Purchase Price, issued by the Title Company, insuring that Purchaser is the owner of the Land and any improvements situated thereon, subject only to any Permitted Encumbrances and the standard printed exceptions included in the Texas Standard Form of Owner's Title Insurance Policy; **PROVIDED HOWEVER**, that the standard exception pertaining to discrepancies, conflicts or shortages in area shall be deleted, at the option and expense of Purchaser, except for the phrase "shortages in area," such policy shall have "None of Record" endorsed with respect to restrictive covenants (except for restrictions which are or will become Permitted Encumbrances), and the standard exception for taxes shall be limited to the year in which Closing occurs, marked "Not Yet Due and Payable" and subsequent years and subsequent assessments for prior years due to change in land usage or ownership (it is specifically agreed and understood that any subsequent assessments for prior years due to change in use or ownership, if any, shall be paid by Seller).

d. Pursuant to Section 5.010 of the Texas Property Code, Seller hereby gives written notice to Purchaser, and Purchaser hereby acknowledges receipt of written notice from Seller, that:

If for the current ad valorem tax year the taxable value of the land that is subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

Seller shall be responsible for all ad valorem "roll-back" taxes and interest and penalties that may become due for any year, before or including or after the Closing, because of transfer of the Property or change in use of the Property.

e. Purchaser hereby acknowledges that the Property is located within the Fort Bend County Municipal Utility District No. 173, which is a part of Fort Bend Municipal Utility District 169 (the "**Master MUD**"), and Seller has provided Purchaser a notice as required by provisions of the Texas Water Code, which notice is attached hereto as Exhibit "B". Purchaser agrees that, simultaneously with the execution of this Agreement, it will execute and acknowledge the notice and furnish it to Seller. At Closing, Seller will also give Purchaser the notice, and Purchaser agrees to execute and acknowledge the receipt thereof.

f. Purchaser acknowledges that the Property is located in the City of Fulshear and is subject to the City of Fulshear's zoning and permitting requirements.

g. Possession of the Property;

h. Evidence reasonably satisfactory to Purchaser and the Title Company that the person or persons executing the Closing documents on behalf of Seller has full right, power and authority to do so;

i. Certificate meeting the requirements of Section 1445 of the Internal Revenue Code;

j. Such other instruments as are customary executed in Texas to effectuate the conveyance of property similar to the Property with the effect that, after the Closing, Purchaser will have succeeded to all of the rights, titles and interests of Seller related to the Property and that Seller shall no longer have any rights, titles or interests in and to the Property;

8. Taking Prior to Closing/ After Closing

A. **Condemnation.** In the event of the institution of any proceeding, judicial, administrative or otherwise, relating to the taking of all or any portion of the Property by eminent domain, condemnation or otherwise, prior to Closing, Purchaser shall have the right and option to terminate this Contract by giving written notice to Seller to such effect at any time after receipt by Purchaser of notification of such occurrence. Seller hereby agrees to furnish to Purchaser written notice with respect to any eminent domain or condemnation proceedings within ten (10) days after Seller's receipt of knowledge or notification thereof. In the event the Purchaser elects to terminate this Contract, as provided in this paragraph, the parties shall be relieved from all obligations hereunder, each to the other, and all Earnest Money (together with interest thereon) shall be refunded to Purchaser. If Purchaser does not so elect to terminate this Contract due to an eminent domain or condemnation proceeding, as provided for hereinabove, Purchaser may elect to proceed to close in accordance with the provisions of this Contract, subject to the taking by eminent domain or condemnation, in which case the Seller shall assign to Purchaser, and Purchaser shall be entitled to receive, the entire award for damage to the Property by reason of such taking; and Seller hereby agrees to execute and deliver to Purchaser at Closing (or thereafter on demand) all proper instruments for the assignment to and collection by Purchaser of such award, and this provision shall survive the Closing hereof.

9. Default and Remedies

A. If Purchaser refuses to consummate the purchase of the Property pursuant to this Contract for any reason (other than termination hereof pursuant to a right granted to Purchaser to do so or a default by Seller), then the Title Company shall deliver the Earnest Money to Seller; and said Earnest Money shall become the property of Seller, such sum being agreed upon as liquidated damages for the failure of Purchaser to perform the duties and obligations imposed upon Purchaser by the terms and provisions of this Contract because of the difficulty, inconvenience and uncertainty of ascertaining actual damages. No other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller other than as provided for in this subsection A; and Seller agrees to take and accept the Earnest Money as Seller's sole and exclusive damages and relief under this Contract in such event.

B. If Seller fails to perform any of its agreements or obligations hereunder, or should Seller's representations or warranties herein be not true and accurate, Purchaser may: (1) elect to terminate this Contract by notifying Seller thereof, in which event this Contract shall be terminated and all Earnest Money (together with the interest earned thereon) and any Extended Review Period Fees paid by Purchaser, shall be returned to Purchaser; or (2) enforce specific performance of the obligations of Seller hereunder; and Purchaser agrees to take and accept the Earnest Money or pursue specific performance of the obligations of Seller hereunder as Purchaser's sole and exclusive damages and relief under this Contract in such event.

10. Real Estate Broker and Commission

Landmark Southern Equities, LLC, d/b/a Landmark Southern Development, is Seller's real estate broker ("Seller's Broker") in connection with this transaction (the "Broker"). Seller agrees to pay upon the Closing of the transaction contemplated hereby, and not otherwise, a real estate commission (to be payable out of the proceeds of the sale received by Seller at Closing) an amount agreed outside of this Contract to Seller's Broker. Each party hereto represents to the other that, except as set forth above with respect to the Broker, such party has not authorized any broker, agent or finder to act on its behalf in connection with the sale and purchase hereunder, and that such party has not dealt with any broker, agent, or finder purporting to act on behalf of any other party. In accordance with the terms of the Real Estate Licensing Act of the State of Texas, the Broker hereby advises Purchaser that Purchaser should have an abstract covering the Property, examined by an attorney of Purchaser's selection, or that Purchaser should be furnished with or obtain a policy of title insurance.

DISCLOSURE NOTICE

As required by the Texas Real Estate Commission ("TREC"), Seller and Landmark Southern Equities, LLC, d/b/a Landmark Southern Development hereby disclose that certain principals of Seller are shareholders of Landmark Southern Equities, LLC, holder of a limited liability company Broker License through TREC and that Tim C. McCamy, the Designated Officer of Landmark Southern Equities, LLC is affiliated with certain principals of the Seller. By receipt of this Disclosure Notice, Purchaser acknowledges the above described affiliations.

11. Notices

Any notice provided for or permitted to be given under this Contract must be in writing and shall be served by depositing the same in the United States Mail, addressed to the party to be notified, postage prepaid, and registered or certified with return receipt requested; or by delivering the same in person to such party; or by prepaid telegram or telecopy (fax) notification; or by electronic (email) transmission with receipt verification. Notice given in accordance herewith shall be effective upon receipt if given by delivery in person or fax or email; or if mailed, two (2) days after deposit in the United States Mail in the manner provided for above. For the purpose of giving notice, the address of the parties shall be as follows:

If to Seller: Landmark Industries
11111 Wilcrest Green, Suite100
Houston, Texas 77042
Attention: J. Kent Brotherton
Phone No. (713) 789-0310
Facsimile No.: (713) 789-2907
e-mail: jkb@landmarkindustries.com

Copy to: Porter Hedges, LLP
Attn: Kevan P. Richards
1000 Main Street, 36th Floor
Houston, TX 77002
Phone No. (713) 226-6722
Facsimile No. (713) 226-6251
Email: krichards@porterhedges.com

If to Purchaser: Fort Bend County
ATTN: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Either party hereto may change its address for notice by giving seven (7) days' prior written notice thereof to the other party.

12. Assignment

Except as provided herein, Purchaser may not assign this Contract and Purchaser's rights and interest hereunder, either in whole or part, to any other party, without first obtaining the prior written consent of Seller, which may be granted or denied in its sole discretion. Notwithstanding the foregoing, Purchaser, upon written notice to Seller and Title Company not less than ten (10) days prior to the date of the Closing, may assign Purchaser's rights under this Contract without the consent of Seller to any legal affiliate of Purchaser, or to any entity under common ownership, management or control by Sandy Aron or Purchaser, including without limitation a special purpose entity created for the purchase of the Property, provided such assignee expressly assumes, accepts and agrees to all of Purchaser's warranties, covenants, and obligations hereunder.

13. Closing Costs

A. All items to be prorated, including, without limitation, real estate taxes shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to such date and Purchaser being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Purchaser. The provisions of this paragraph shall survive the Closing.

B. Seller shall pay the cost of Seller's portion of prorated taxes, Seller's own attorneys' fees, one-half (1/2) of the escrow service fee charged by the Title Company, the premium for the Owner's Policy of Title Insurance, as referenced in Section 7 (B) 2 (c), one-half (1/2) the cost of recording of any easement agreements or amendments thereto, and for such other incidental expenses as are usually borne by sellers of property in Fort Bend County, Texas. Purchaser shall pay for one-half (1/2) of the escrow service fee charged by the Title Company, for the recording of the Special Warranty Deed, one-half (1/2) the cost of recording of any easement agreements or amendments thereto, for Purchaser's own attorneys' fees, tax certificates, and for other incidental expenses usually borne by purchasers in Fort Bend County, Texas.

14. Tax Exchange

Each party will, upon request by the other party, cooperate as reasonably required to facilitate a tax-deferred exchange. Notwithstanding the foregoing, neither party will be required to undertake any liabilities or obligations or expend any sums of money or take title to any other property in connection with a proposed tax-free exchange for the benefit of the other party.

Both Seller and Purchaser acknowledge that either party may buy or sale the Property or Seller's Adjacent Property, as the case may be, as part of a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Each party agrees that this Contract and the party initiating the tax deferred exchanges rights and obligations under this Contract may be assigned to a third party (the "Intermediary") for the purpose of completing a tax-deferred exchange. The non-assigning party agrees to accept performance from the Intermediary and shall cooperate with the assigning of the Contract and the Intermediary as necessary to effect the tax-deferred exchange, provided that in connection with the tax-deferred exchange (i) there is no additional cost to the non-assigning part, (ii) the non-assigning party does not have to incur any liability, (iii) the non-assigning party does not have to take title to any other property, and (iv) the Closing is not extended or shortened.

15. Miscellaneous

A. All exhibits attached hereto are fully incorporated into this Contract and made a part hereof for all purposes.

B. This Contract sets forth the entire agreement between Seller and Purchaser relating to the Property and all prior negotiations or agreements are merged herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding unless the same is reduced to writing and executed by the parties to be bound.

C. This Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas and applicable federal laws of the United States of America.

D. In case any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to recover damages for breach of this Contract, then the nonprevailing party in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

F. This Contract may be executed in any number of counterparts, which together will constitute the agreement of the parties.

G. The parties acknowledge that the parties and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits hereto or any amendments hereof.

H. If any date herein set forth for the performance of any obligation by Seller or Purchaser or for the delivery of any instrument or notice herein provided should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. As used herein, the term "**legal holiday**" means any state or federal holiday for which financial institutions or post offices are generally closed in Harris County, Texas, for observance thereof.

I. Unless this Contract is accepted by Seller, as evidenced by Seller's signature hereto and delivered to the Title Company, by 5:00 p.m., on August 16, 2019, Purchaser's offer may be withdrawn at any time thereafter upon notice to Seller. Following any such notice by Purchaser, Purchaser's offer shall be null and void and all parties hereto shall stand relieved and released of any liability or obligations under this Contract.

J. The "**Effective Date**" of this Contract shall be the date that a fully executed copy hereof (by both Seller and Purchaser) is deposited with, and received by, the Title Company.

K. Seller and Purchaser acknowledge that the Purchase Price of this Contract shall be kept confidential (except for both Seller and Purchaser's advisors in the normal course of administering this transaction) and Seller and Purchaser further agree that each party will use their best efforts not to disclose the terms or conditions of this Contract to any other person, firm or entity without the prior written consent of the non-disclosing party.

L. List of Exhibits:

Exhibit "A" Property Description;

Exhibit "B" Notice Pursuant To Section 49.452 Of The Texas Water Code;

Exhibit "C" Form of Special Warranty Deed.

Exhibit "D" Access Way Locations

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EXECUTED BY SELLER on this the 16th day of July, 2019

LANDMARK INDUSTRIES,
a Texas general partnership

By. 

J. Kent Brotherton, Partner

EXECUTED BY PURCHASER on this the 18th day of July, 2019.

FORT BEND COUNTY

BY: *KP George*

KP George, County Judge

ATTEST:

BY: *Laura Richard*

Laura Richard, County Clerk

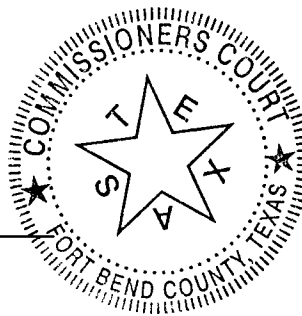


EXHIBIT "B"

NOTICE TO PURCHASER
(MUNICIPAL UTILITY DISTRICT)

The real property, described below, that you are about to purchase is located in the Fort Bend County Municipal Utility District No. 173 (the "District"). The District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District upon real property located in the District is \$_____ on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$_____, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$_____.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$_____. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The District is located in whole or in part within the of the City of Fulshear.

The purpose of this District is to provide water, sewer, drainage, or flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property and these utility facilities are owned or to be owned by the District.

EXHIBIT "C"

FORM OF SPECIAL WARRANTY DEED

After Recording Return to:

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

THIS SPECIAL WARRANTY DEED WITH (THE "DEED"), DATED TO BE EFFECTIVE AS OF THE ____ DAY OF _____ 20____ ("EFFECTIVE DATE"), IS BY AND BETWEEN **LANDMARK INDUSTRIES**, A TEXAS GENERAL PARTNERSHIP WITH OFFICES LOCATED AT 11111 WILCREST GREEN, SUITE 100, HOUSTON, TEXAS 77042 ("GRANTOR") AND _____, WITH OFFICES LOCATED AT _____ ("GRANTEE").

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand, and other good and valuable consideration paid to it by Grantee, does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, its successors and assigns forever, that certain real property more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**"), together with all buildings, fixtures, and improvements owned by Grantor and located thereon; together with all right, title and interest, if any, of Grantor in and to any streets, roads and right-of-way abutting the Premises, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Premises.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: the restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property detailed in Exhibit "B" attached hereto and incorporated herein for all purposes, but only to the extent they are still in effect, shown of record in Fort Bend County, Texas and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

IN ADDITION TO THE FOREGOING, Grantor grants the Premises to Grantee subject to the following covenants, restrictions:

1. Restrictions:

- a. The sale of gasoline, diesel fuel, motor fuels of any kind or any alternative fuels for motor vehicles including propane, compressed natural gas, liquefied natural gas or any electrical charging supply points for motor vehicles; however, this restriction shall not apply to the distribution of such for any vehicles owned and operated by Fort Bend County or for any public purpose by a governmental entity;
- b. The commercial sale or operation of a convenience type food store facility similar to the facilities currently operated by Landmark Industries or Texas Petroleum Group, LLC under the trade name of Timewise Food Stores;
- c. No fast food restaurant which derives in excess of 20% of its revenue from the sale of hamburger type sandwiches shall be constructed or operated upon any parcel of land upon the Property;
- d. Drug Store such as Walgreens or CVS;
- e. No drive thru car wash facilities or wand car wash facilities;
- f. No Automotive Repair Shops, such as Christian Brothers Automotive;
- g. No discount stores such as Aldi's, Dollar General, Dollar Tree, Family Dollar;
- h. No tobacco outlet specializing in the sale of tobacco products and/or vapor type smoking products;
- i. No bank, savings and loan or credit union.
- j. No automatic teller machines or any cash back dispensing machines.
- k. No liquor store or any type store selling cigarettes, beer or wine.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor will warrant specially the Premises herein conveyed and defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, provided, that this conveyance and the special warranty made by Grantor contained herein are subject to the matters contained herein and the matters set forth on Exhibit B attached hereto. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION. GRANTEE ACKNOWLEDGES THAT THROUGH INSPECTIONS AND OTHER STUDIES AND EXAMINATIONS OF THE PROPERTY WHICH HAVE BEEN MADE BY THE GRANTEE, GRANTEE IS RELYING ON SUCH INSPECTIONS AND STUDIES, AND NOT ANY STATEMENTS OR REPRESENTATIONS THAT MAY BE MADE BY THE GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF. EXCEPT FOR THE WARRANTIES OF TITLE FROM GRANTOR SET FORTH

HEREIN, GRANTEE ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION, AND WITH ALL FAULTS". GRANTOR EXPRESSLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS (EXCEPT THE SPECIAL WARRANTY OF TITLE PROVIDED FOR IN THIS DEED) AND GRANTEE, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, SHALL BE DEEMED TO HAVE WAIVED ALL LIABILITY OF, AND ALL CLAIMS AGAINST, GRANTOR WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL MATTERS (AND ANY REMEDIATION, CONTRIBUTION, OR INDEMNITY OBLIGATIONS), EXCEPT LIABILITY FOR BREACH OF ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF GRANTOR HEREIN.

TO HAVE AND TO HOLD, the Property unto Grantee and Grantee's heirs, executors, administrators, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee and Grantee's heirs, executors, administrators, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise, but not otherwise; provided that this conveyance and the warranty of Grantor herein contained are subject to the matters herein stated.

By acceptance of this Special Warranty Deed, Grantee assumes, payment of all property taxes on the Property for the year 2019, and subsequent years. Grantor shall be responsible for and shall pay all property taxes on the Property for the year 2018, and taxes and assessments for prior years due to change in land usage or ownership, together with any interest and penalties thereon.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Special Warranty Deed to be duly executed on the day and year first above written.

(Grantor & Grantee Signatures on the following pages)

“GRANTOR”

LANDMARK INDUSTRIES
a Texas general partnership

By: _____
J. Kent Brotherton, Partner

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The within and foregoing instrument was acknowledged before me this _____ day of _____, 2019, by J. Kent Brotherton, Partner of Landmark Industries, a Texas general partnership, on behalf of said general partnership.

Witness my hand and official seal.

NOTARY PUBLIC

"GRANTEE"

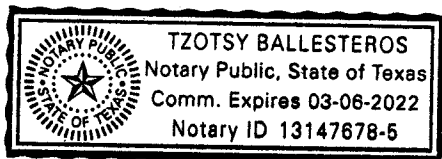
By: *KP George*

KP George, Fort Bend County Judge

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

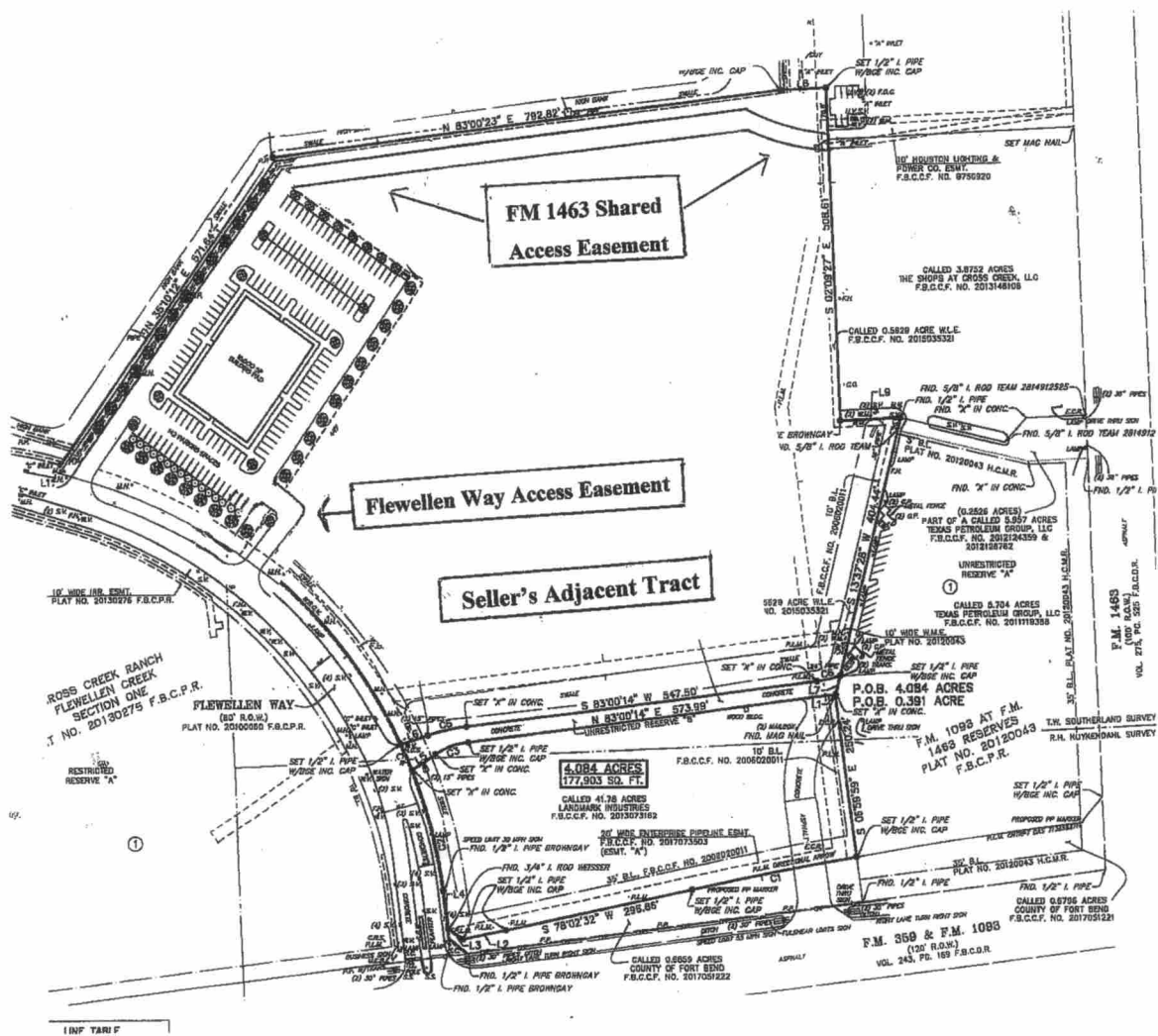
The within and foregoing instrument was acknowledged before me this 18th day of July, 2019, by KP George, County Judge, of Fort Bend County, a body corporate and politic under the laws of the State of Texas, on behalf of said Fort Bend County, Texas.

Witness my hand and official seal.



Tzotsy Ballesteros
NOTARY PUBLIC

EXHIBIT "D"



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Landmark Industries
 Houston, TX United States

Certificate Number:
 2019-516960

Date Filed:
 07/16/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
 07/18/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Landmark Industries
 Earnest Money Contract - Acquisition of Real Property

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)