

**PURCHASE AND SALE AGREEMENT
WITH PURCHASE OPTION, REVISIONS AND CLARIFICATIONS
GM EQUITY GROUP, LLC – FORT BEND COUNTY, TEXAS**

This PURCHASE AND SALE AGREEMENT WITH PURCHASE OPTION, REVISIONS AND CLARIFICATIONS (“Agreement”) is entered into by and between **GM EQUITY GROUP, LLC** and/or its or its owners’ related entities (referred to herein as “GM Equity” or “Seller”), and **FORT BEND COUNTY, TEXAS**, a political subdivision of the State of Texas (“Purchaser”). This Agreement shall revise, clarify, and supersede that certain Purchase Sale Agreement executed by the Seller and the Purchaser on June 25, 2019.

Section 1. **Property; Purchase Price.**

(a) Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign and convey to Purchaser, and Purchaser agrees to purchase and receive from Seller under the terms and conditions set forth herein, all that certain described real property, together with all improvements, including built-in items, and all rights and interests appurtenant thereto (“Property”), located in Fort Bend County, Texas, to wit:

(i) Tract 1 (Library Site): that certain 5-acre tract of land, which 5-acre tract of land will be specifically-determined and identified by agreement of Seller and Purchaser, and which property description will be included and described in **Exhibit A** by metes and bounds upon determination of exact location. If additional land beyond the 5-acre tract is needed, Purchaser shall have the option to purchase up to two (2) additional acres of land adjacent to the Library Site for Purchaser’s use consistent with and/or in coordination with the Library constructed on the 5-acre tract. The specific location of the additional acreage shall be as determined by Seller in Seller’s sole discretion. Purchaser is given the right to purchase the additional acreage at a price of **Six Dollars (\$6.00) per square foot**, with such acreage at that price to be available to Purchaser for one (1) year after substantial completion of construction of the referenced Library, after which time the option to purchase the acreage at \$6.00/sq. foot shall be void for all purposes. Notwithstanding the foregoing purchase option, if Seller should receive a third-party bona fide offer to purchase land that includes acreage within Five Hundred (500) feet of the Library Site, Seller shall notify Purchaser of such offer, and Purchaser shall have Thirty (30) days to notify Seller of Purchaser’s intent to purchase the additional acreage at the referenced price, with the closing on such transaction to be completed within 30 days thereafter.

(ii) Tract 2 (Texas Heritage Parkway Right-of-Way): that certain approximately 17.34-acre tract of land, more or less, as generally described in

Exhibit B, and as further modified or corrected pursuant to the provisions set forth hereinbelow, to be used for construction of the Texas Heritage Parkway improvements. The current metes and bounds description of such 17.34-acre tract shall be revised/corrected, as necessary, to incorporate only the portion of acreage necessary to minimize the land needed for construction of the roundabout located on Seller's 137-acre tract ("Seller's Roundabout"), with the conveyed right-of-way not to exceed Two Hundred (200) feet in width at any point, including incorporation of acceleration and deceleration lanes for entrance and exit points to/from the THP Roadway to Seller's Remaining Property, and further limiting the property used for construction of Seller's Roundabout to the minimum amount necessary or needed to accommodate the constructed Roadway within the roundabout confines (such minimum acreage generally determined and defined to be within 35 feet from the outer edge of the constructed roadway as reflected in the drawing attached as **Exhibit B-1**). To the extent that the Special Warranty Deed is executed conveying the THP right of way to Purchaser with the property description as currently reflected (i.e, to include 17.34 acres) prior to correction of the metes and bounds description to minimize the amount of acreage conveyed by Seller as part of the acreage for Seller's Roundabout, Purchaser agrees to execute and submit a Correction Special Warranty Deed in substantially the same form as the original Special Warranty Deed but with the corrected metes and bounds description to reflect only the minimum acreage needed as referenced herein; and

(iii) Tract 3 (Detention Property): approximately 16 acres of land, more or less, to provide and incorporate the detention and stormwater drainage needs for THP (Tract 2), Library Site (Tract 1) and Seller's Remaining Property under the terms referenced herein. Detention shall be wet or dry or a combination of both as agreed upon by the participating parties. The exact amount of detention property shall be determined by applicable drainage district requirements for Seller's existing 137-acre tract of land, which shall be defined for all purposes of this Agreement to also include any land adjacent thereto that is subsequently purchased by Seller ("Seller's Remaining Property") as well as to incorporate aesthetics and detention functionality to enhance the Library Site and other common facilities referenced herein, and which detention property description will be included in **Exhibit C**, after a specific property description is determined. Purchaser agrees to accept the Tract 3 acreage for use as wet/dry detention, agrees to install and construct such detention in compliance with all applicable regulatory and engineering requirements and in accordance with the coordinated stormwater drainage and detention plans and parameters set forth below, agrees to fund the construction of such detention, and agrees to maintain such property for detention and drainage purposes.

(iv) Construction of THP shall include the installation and construction of four (4) access drives with necessary or requested acceleration/deceleration lanes, two such lanes located on the East side of the THP and two such lanes located on the West side of the THP. The access drives shall be two-lane and of standard widths. The placement and location of the acceleration/deceleration lanes shall be coordinated with the access points as Seller shall determine and provide to Purchaser, consistent with applicable THP specifications and distance requirements. The cost for construction of such acceleration/deceleration lanes shall be paid by Purchaser and included as part of the THP construction cost, to be reimbursed as set forth herein.

(b) Right of Entry and Possession; Temporary Drainage Easement.

(i) Seller has executed a Special Warranty Deed conveying Tract 2 to Purchaser pursuant to the terms of this Agreement. A copy of such Special Warranty Deed is attached as **Exhibit B**.

(ii) Purchaser agrees to preserve Seller's right to cross the Texas Heritage Parkway Right-of-Way with all wet and dry utilities, such right to be included in the deed of conveyance, sufficient to accommodate Seller's utilities and drainage needs for Seller's Remaining Property, including the installation and placement of "sleeves" or other forms of piping conduit under the THP for Seller's future use (to include water, electrical, sanitary sewage, stormwater drainage, and/or other similar requirements). Purchaser agrees to implement design specifications to accommodate and coordinate the stormwater drainage needs for the entire 137-acre tract and, to the extent necessary, modify the current design of the THP storm water drainage piping to coordinate common outfall/drainage of both Seller's Remaining Property and Purchaser's Property drainage requirements and to accommodate appropriate depths for Seller's storm water drainage needs free and clear and unencumbered by THP storm water piping. To the highest extent practicable, the stormwater drainage needs for both Parties shall be integrated and coordinated to incorporate and allow for combined stormwater drainage outflows on both the East and West sides of the THP and in a manner that provides Seller uninterrupted access under the THP to service Seller's Remaining Property (both East and West sides of THP). Purchaser agrees to coordinate with Seller's engineering firm [Deden Engineering] to ensure the design of common outfall, drainage and detention that best accommodates both Parties' needs as reflected herein. Seller's engineering firm shall be the lead design over the final drainage and detention plan for the 137-acre tract, outside of the THP ROW, to incorporate and coordinate engineering input for the needs of all Parties. Purchaser agrees to install walking trails for the entire length of the THP on the east sides of the THP and from the first roundabout to the second round about on the west side where the THP is located within or on Seller's 137-acre current

tract of land, using the same design and construction parameters as other walking trails along the THP. Purchaser agrees to incorporate, install and place underground electrical lines along the portion of the 137-acre tract of land that is adjacent to FM 1093, to the same specifications and design parameters as used for underground lines beneath THP.

(iii) In the event that permanent drainage and/or detention referenced above has not been sufficiently completed to provide for the THP detention needs contemplated herein, Seller agrees to grant a temporary easement to provide for THP's drainage and/or detention needs, to be used until such time as permanent drainage and detention are sufficient to incorporate the needs of THP. Such temporary easement shall be in a form agreeable to Seller that is sufficient to meet Purchaser's needs, and is contemplated to be in a form similar to that shown in **Exhibit F**. It is the intent of the parties to work together in good faith to expeditiously determine the placement and property descriptions of the Library Site and detention around that Library Site to sufficiently incorporate the 1.757-acre detention requirements referenced herein, and to incorporate the detention requirements of Seller's Remaining Property. Seller will execute and deliver to Purchaser a Drainage and Detention Easement as necessary to facilitate Purchaser's detention requirements relating to the Tract 2 Texas Heritage Parkway Right-of-Way and Tract 1 Library Site.

(iv) If and to the extent there is excess dirt/earth materials from the construction of the Texas Heritage Parkway and/or the Library or any other related facilities, Seller shall be entitled to the first rights to the dirt/earth materials, to be used on and delivered to areas of Seller's remaining property.

(c) Consideration. Purchaser will provide the following consideration for the Property ("Consideration"):

(i) Purchaser will fund any and all of Seller's pro-rata share of the design and construction of Texas Heritage Parkway and related facilities referenced herein, pursuant to that certain Agreement for Regional Road Improvements for the Texas Heritage Parkway, dated March 6, 2018, as amended, which amount is currently estimated to be \$967,000, plus amounts for construction costs for any further improvements as referenced herein.

(ii) Purchaser agrees to accommodate Seller's utilities and drainage needs for Seller's Remaining Property, including the installation and placement of "sleeves" or other forms of piping conduit under the Texas Heritage Parkway for Seller's future use, the cost of which will be paid by Purchaser and considered a Texas Heritage Parkway cost for purposes of reimbursement below. The Seller must identify the type and location of any such sleeves within the deadline established

by the Purchaser so as not to delay the construction of the Texas Heritage Parkway.

- (iii) Purchaser will coordinate common outfall/drainage of both Seller's Remaining Property and the Property drainage requirements;
- (iv) Purchaser will construct, at Purchaser's cost, a County library on Tract 1.
- (v) Purchaser will pay all closing costs as described in Section 7 hereof.
- (vi) Purchaser and Seller will execute a reimbursement agreement with THPID, including a priority of reimbursement agreement between the Purchaser and Seller that prioritizes reimbursement in the following order:
 - (A) Texas Heritage Parkway costs
 - (B) Regional Detention Pond Costs
 - (C) Any other costs for shared Purchaser/Seller Facilities
 - (D) Seller Development and Contribution Costs

Section 2. **Inspections; Title Insurance; Title Inspection Period.**

- (a) **Inspections.** Commencing on the date of final execution of this Agreement (“Effective Date”) and continuing until the Closing Date (hereinafter defined) or earlier termination of this Agreement, Purchaser shall have access to the Property for the purpose of conducting all tests and inspections that Purchaser determines are relevant to its decision to acquire the Property, including, without limitation, surveys, soils, engineering, geotechnical, and environmental inspections and tests, and leak investigations. Purchaser shall be responsible for any and all costs associated with such inspections.
- (b) **Title Insurance.** At Closing (as hereinafter defined), Seller shall furnish to Purchaser at Purchaser's expense an Owner's Policy of Title Insurance (“Title Policy”) issued by a title company in an amount determined by Purchaser dated as of the Closing Date, insuring Purchaser's fee simple, good, and indefeasible title to the Property, subject only to the standard printed exceptions and exclusions and the Permitted Exceptions (as hereinafter defined); provided, however, the standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements may, at Purchaser's expense, be amended to read, “shortages in area”.
- (c) **Survey.** Purchaser, at Purchaser's sole expense, will obtain a new survey, prepared in accordance with the requirements for a Category 1A, Condition III Survey under the most current edition of the Manual of Practice for Land Surveying in Texas (“Survey”), acceptable to the title company and deliver the Survey to Seller and the title company.

(d) Title Inspection Period. Purchaser shall have an opportunity to review a current commitment for title insurance provided by Seller (“Commitment”), the Survey, and any legible copies of documents evidencing exceptions in the Commitment (“Exception Documents”), and notify Seller in writing of any objections to defects, encumbrances, or exceptions to title (collectively, “Title Defects”). Seller shall have no obligation to remove or cure Title Defects, except for the Liens (as hereinafter defined), which Seller shall cause to be released at the Closing or affirmatively insured over by the title company. If Seller fails or elects not to cure any of Purchaser’s objections, or if for any other reason Purchaser chooses not to purchase the Property, Purchaser may terminate this Agreement by delivering written notice. As used in this Agreement, the term “Permitted Exceptions” shall mean the specific exceptions in the Title Commitment that Purchaser has not objected to or has waived the objection. Notwithstanding anything to the contrary in this Section 2(d), Seller shall discharge, at or prior to Closing, any liens encumbering the Property, including, without limitation, mortgage liens, security interests, tax liens, abstracts of judgment, environmental liens, and materialmen’s and mechanic’s liens (collectively, “Liens”).

Section 3. **Covenants.**

(a) No Further Contracts or Conveyances. Seller shall not enter into any lease or other contract or agreement, written or oral, which will be or purports to be binding upon Purchaser and the Property subsequent to the Effective Date. Further, Seller agrees that, between the Effective Date and the Closing Date, Seller will not sell, assign, convey, grant a security interest in, or otherwise encumber or dispose of, the Property or any part thereof in any manner.

(b) Other Covenants of Seller.

(i) From and after the Effective Date, Seller shall not:

- (A) Perform any grading or excavation, construction, or removal of any improvement or make any other change or improvement to the Property, without the prior approval of the Purchaser;
- (B) Impose any easements, covenants, conditions, or restrictions on the Property;
- (C) Institute or participate in any platting or replatting of the Property; or
- (D) Institute or participate in any annexation, zoning, dedication, or other governmental action regarding the Property.

(ii) From and after the Effective Date, Seller shall at Seller’s sole cost and expense, comply with any and all laws, rules, regulations, ordinances, restrictive covenants, and similar matters applicable to the Property.

(iii) As of the Closing Date, no portion of the Property will be subject to any liens or special assessment constituting a lien thereon.

(c) Further Assurances. In addition to the obligations to be performed at the Closing, Seller and Purchaser each agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request, whether such request is before, at, or after the Closing, in order to achieve the intentions and objectives of this Agreement and effectuate the consummation of the conveyance of the Property to Purchaser as contemplated herein.

Section 4. **Seller's Representations.** Seller represents and warrants to Purchaser that the following statements are true on the Effective Date and will be true on the Closing Date:

(a) Legal Proceedings. There are no claims, litigation, condemnation, administrative action, or other legal proceedings involving or affecting any part of the Property pending, to the best of Seller's knowledge.

(b) Organization and Authority. Seller has the full right, power, and authority to enter into and perform its obligations under this Agreement without the joinder or approval of any other person or entity. Seller is not prohibited from consummating the conveyance of the Property to Purchaser as contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed and constitute or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

(c) Liens. Seller has not received any notice of any such special assessment that would constitute a lien on the Property, and the parties agree to work together to accomplish the release of the purchase-funds lien on the Property.

(d) Compliance with Laws. To the best of Seller's knowledge, the Property has been and is being operated in compliance with all laws and regulations of all governmental and regulatory authorities having jurisdiction.

(e) Notices from Governmental Authorities. Seller has not received from any governmental authority notice of any violation of any laws applicable to the Property that has not been corrected.

Seller and Purchaser expressly agree that the Property is sold on an "AS IS" basis only WITH ALL FAULTS OF ANY KIND, INCLUDING ENVIRONMENTAL (whether above, within, or under the Property). SELLER EXPRESSLY DISCLAIMS WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FITNESS, ENVIRONMENTAL COMPLIANCE, AREA, CONDITION, QUALITY, QUANTITY, CHARACTER, SIZE, DESCRIPTION, MERCHANTABILITY, OR HABITABILITY OF THE PROPERTY OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE DEEDS AND OTHER CLOSING DOCUMENTS TO BE DELIVERED HEREUNDER. PURCHASER WAIVES ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS

AGREEMENT AND THE DEEDS AND OTHER CLOSING DOCUMENTS TO BE DELIVERED HEREUNDER.

Section 5. **Purchaser's Representations.** Purchaser represents that it is knowledgeable in real estate matters, specifically including property similar to the Property. Purchaser is not relying (and will not rely in the future) on any statements, facts, or representations, oral or written, except for those matters expressly set forth in this Agreement, the Deeds and other closing documents to be delivered hereunder, or written materials to be provided by Seller to Purchaser under this Agreement.

Section 6. **Conditions To Closing.** Notwithstanding anything in this Agreement to the contrary, Purchaser shall not be obligated to consummate the purchase of the Property unless each of the following conditions is either fulfilled or waived by Purchaser, at Purchaser's sole election, in writing:

- (a) All representations and warranties made by Seller hereunder are true on the Effective Date and the Closing Date.
- (b) All covenants and obligations to be performed by Seller hereunder prior to the Closing Date shall have been satisfactorily performed in all material respects by the Closing Date.
- (c) No actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings shall be pending or threatened against Seller that would adversely affect Seller's ability to perform its obligations under this Agreement.
- (d) The execution and delivery of the Reimbursement Agreement(s) described in Section 1(b)(iv) above.

If any of the conditions above are not satisfied or waived in writing by Purchaser on or prior to the Closing Date, Purchaser may terminate this Agreement by giving written notice to Seller on or before the Closing Date, and this Agreement shall terminate, and the parties hereto shall have no further rights or obligations hereunder, except as expressly stated to survive the Closing.

Section 7. **Closing**

- (a) **Date of Closing.** The closing ("Closing") shall take place at a time that is agreeable to both parties ("Closing Date").
- (b) **Seller's Deliveries at Closing.** As of or prior to the Closing Date, Seller shall deliver to the title company the following documents executed and acknowledged by Seller, conveying the Property to Purchaser free and clear of all claims except for the any Permitted Exceptions:
 - (i) With respect to Tract 1, a special warranty deed in substantially the form shown on **Exhibit D** ("Tract 1 Deed"), to be delivered upon identifying the specific location for Tract 1 sufficient for a survey, plat and metes and bounds description to be obtained; and

- (ii) A special warranty deed sufficient to convey title to the property, if any, referenced in section 1(a)(i) if and to the extent Purchaser should elect to purchase additional acreage under the terms of the purchase option.
- (c) Purchaser's Deliveries at Closing. As of or prior to the Closing Date, Purchaser shall deliver to the title company Purchaser's check or wire transfer in the amount of the Title Policy/Closing Costs, and such further documents as are required under this Agreement.
- (d) Prorations; Expenses. At Closing, all current year taxes and other assessments affecting the Property shall be paid by Purchaser. Seller will convey the property free and clear of taxes for years prior to year of conveyance. To the extent any rollback taxes should be applicable, Purchaser agrees to be responsible for such rollback taxes. Purchaser shall pay all closing costs.
- (e) Title Policy. At Closing, Seller shall deliver (or cause the title company to deliver) to Purchaser the Title Policy.
- (f) Possession. Seller shall deliver possession of the Property to Purchaser at the Closing.

Section 8. **Default and Remedies.**

- (a) Seller's Remedies. If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing for any reason except non-satisfaction by Seller of a condition set forth herein or failure by Seller to perform hereunder, and such default is not cured by five (5) business days after receipt of written notice thereof from Seller, Seller shall be entitled, as its sole remedy, to terminate this Agreement by delivering written notice to Purchaser.
- (b) Purchaser's Remedies. If Seller fails to consummate the sale of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder for any reason except failure by Purchaser to perform hereunder, and such default is not cured by five (5) business days after receipt of written notice thereof from Purchaser, Purchaser's sole and only remedy is to terminate this Agreement by giving Seller written notice of such election.

Section 9. **Miscellaneous.**

- (a) Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Texas applicable to contracts made and to be performed in such State without reference to the choice of law principles of such State or any other State.
- (b) Notices. Any notice pursuant to this Agreement shall be given in writing by (i) personal delivery, (ii) nationally recognized overnight delivery service with proof of delivery, or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of overnight delivery service or mail, as of date of first attempted delivery at the address and in the manner provided herein.

Unless changed in accordance with the preceding sentence, the addresses for notice given pursuant to this Agreement shall be as follows:

If to Seller: GM Equity Group LLC or other related entity
21830 Kingsland, No 104
Katy, Texas 77450
281-732-3342
832-435-0094

With copy to: Krenek Law Offices, PLLC
21555 Provincial Blvd
Katy, Texas 77450
281-578-7711

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

With a copy to: Fort Bend County, Commissioner Precinct 3
22333 Grand Corner Drive
Katy, Texas 77494

(c) Entire Agreement. This Agreement, together with its attached exhibits, contains the entire agreement between the parties with respect to the subject matter hereof and any prior agreements, discussions, or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the parties.

(d) Headings. The section or subsection headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.

(e) Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) No Waiver. Except as expressly provided in this Agreement, no waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term, or provision of this Agreement.

(g) Counterparts; Further Assurances. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party agrees to perform all such acts

(including but not limited to, executing and delivering instruments and documents) as reasonably may be necessary to comply with recording requirements or to otherwise fully effectuate each and all of the purposes and intent of this Agreement.

(h) Performance Date. Time is of the essence in the performance of all obligations by the parties hereto under this Agreement. Time periods commencing with the Effective Date shall not include the Effective Date in the calculation thereof.

(i) Survival of Obligations. The representations, warranties and covenants set forth herein or necessary to effectuate the intentions and objectives of this agreement shall survive closing.

DRAFT

Executed this ____ day of _____, 2020.

PURCHASER:

FORT BEND COUNTY, TEXAS

By: _____

County Judge, Fort Bend County, Texas

SELLER:

GM Equity Group, LLC,
a Texas limited liability company

By: _____
David B. Ginter, Manager

Attachments:

- Exhibit A.** Tract 1 (Library Site)
- Exhibit B.** Tract 2 (Texas Heritage Parkway Right-of-Way)
- Exhibit C.** Tract 3 (Detention Property)
- Exhibit D.** Form Special Warranty Deed for Tract 1
- Exhibit E.** Form Special Warranty Deed for Tract 2
- Exhibit F.** Form Drainage and Detention Easement

EXHIBIT A

Description of Library Site (Tract 1)

DRAFT

EXHIBIT B

Description of Texas Heritage Parkway Right-of-Way (Tract 2)

DRAFT

EXHIBIT C

Description of Interim Detention Easement Site (Tract 3)

DRAFT

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

STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS

This Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Fort Bend County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the “Permitted Encumbrances”).

If current ad valorem taxes on said Property have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on period of ownership.

Grantee's address is 301 Jackson Street, Richmond, Texas 77469.

EXECUTED to be effective as of the ____ day of _____, 2020.

GRANTOR:

GM EQUITY GROUP, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me this ____ day of _____ 2020, by _____, _____ of GM Equity Group, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC, STATE OF TEXAS

AGREED to and ACCEPTED on this the _____ day of _____, 2020.

GRANTEE:

FORT BEND COUNTY, TEXAS, a body corporate
and politic under the laws of the State of Texas.

By: _____
KP George, County Judge

THE STATE OF TEXAS

COUNTY OF FORT BEND

§
§
§

This instrument was acknowledged before me on the _____ day of _____,
2019 by K.P. George, County Judge of Fort Bend County, Texas, a body corporate and politic
under the laws of the State of Texas, on behalf of said body corporate and politic.

(SEAL)

Notary Public in and for the State of Texas

Attachments:

Exhibit A – Legal Description of the Property

After Recording Return to:
Fort Bend County Engineering
Attn: Bryan Norton
301 Jackson Street
Richmond, Texas 77469

EXHIBIT A
Legal Description of Property
[attached]

DRAFT

EXHIBIT E
FORM SPECIAL WARRANTY DEED
(Texas Heritage Parkway ROW, Parcel 3: 17.34 Acres)

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

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

THAT **GM EQUITY GROUP, LLC**, a Texas limited liability company ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and for which no lien is retained, either express or implied, hereby GRANTS, SELLS, and CONVEYS unto **FORT BEND COUNTY, TEXAS**, a political subdivision of the State of Texas ("Grantee"), all of that certain tract or parcel of land in Fort Bend County, Texas, more particularly described in **Exhibit A** attached hereto, incorporated herein and made a part hereof for all purposes ("Property").

This conveyance is made by Grantor and accepted by Grantee subject to all easements, rights of way, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, leases, surface waivers, liens, encumbrances, and regulations or orders of municipal and/or other governmental authorities, appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent such matters are validly existing and affect the Property (collectively, "Permitted Encumbrances").

Grantor reserves all oil, gas, and other minerals in, on, or under the Property, but waives all right to use the surface of the Property for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Property by directional drilling or other means that does not interfere with or disturb the surface of the Property or the use of the Property for roadway purposes.

The Property is being conveyed to Grantee for the development and construction of the proposed Texas Heritage Parkway as a public limited access major thoroughfare ("Roadway"), with an esplanade, a multi-use trail, and related additional improvements. Accordingly, Grantor acknowledges and agrees that access to the Roadway across the property line between the Property and the remainder of Grantor's property adjacent to the Roadway to be constructed on the Property ("Remainder Property") shall be limited as follows:

- i. Driveways and access roads connecting the Remainder Property with the Roadway must be located (a) at least 650 feet (650') from edge of driveway to centerline of the nearest existing

intersections with public rights of way and roundabouts and (b) at least 350 feet (350') from edge of driveway to edge of driveway, from other driveways. Grantor agrees to coordinate access to the Roadway with owners of adjoining property, where commercially reasonable to do so, so as to minimize the number of access points between intersections with public rights of way.

- ii. No construction of any driveway, roadway, or other access to the Remainder Property shall be commenced until the plans and specifications therefore have been reviewed, solely for conformity with this Deed, and approved in writing by the Fort Bend County Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. Grantor acknowledges that, in connection with approval of any such plans and specifications, Fort Bend County may require acceleration and deceleration lanes in the vicinity of any proposed driveway, roadway, or other access point, which may require conveyance of additional property out of the Remainder Property.
- iii. The planned roundabout to be constructed on the Property is only designed to accommodate one connection with a public road to or from the western Remainder Property, as shown on **Exhibit B** attached hereto, incorporated herein and made a part hereof for all purposes. No additional public or private road will be allowed to connect from the roundabout to the eastern Remainder Property.

Grantor reserves a temporary easement ("Temporary Access Easement") over, upon, and across the Property for the purpose of non-exclusive pedestrian and vehicular ingress and egress to and from the Remainder Property. Once construction of the Roadway begins, the Temporary Access Easement shall automatically be reduced to a 120' wide easement, and a 132' wide easement at major intersections to accommodate turn lanes at such intersections, for the same purposes located at the proposed roundabout on the Property ("Reduced Temporary Access Easement"). The Reduced Temporary Access Easement shall automatically terminate upon the dedication of a public road right-of-way at the location of the Reduced Temporary Access Easement. At such time, the Reduced Temporary Access Easement shall automatically revert to Grantee and its successors or assigns, without the necessity of any further act on the part of Grantor or Grantee.

Grantor also reserves a non-exclusive easement ("Utility Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification, and operation of water, sewer, and drainage facilities, public or private utilities (including power, communication, and gas), and all related connections and appurtenances (collectively, "Utilities"), across, along, under, over, upon, and through the Property and entrance upon the Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantor or its successor or assignee of/to the Utility Easement may convey all or part of the Utility Easement to third parties. Notwithstanding the foregoing, (i) Grantor or its successor or assignee shall not enforce or exercise its rights under this Utility Easement in a manner that would unreasonably prejudice, interfere, or disturb the Roadway Improvements or use thereof and (ii) no overhead public utility poles, lines, equipment or other facilities may be constructed or placed on the Property, and all public utilities must be installed below ground.

Grantor reserves the right to construct all or a portion of the Roadway on the Property and to enter upon, across, and over the Property for all purposes related thereto and upon completion

of any portion of the Roadway to allow public access and use of the Roadway to and from the Remainder Property.

The covenants and agreements set forth in this instrument shall run with the land and shall inure to the benefit of and shall be binding upon Grantor, Grantee, the fee owners of adjoining real property, and their respective successors and assigns.

In the event that construction of the Roadway fails to begin on or before seven (7) years from the date of this deed, the rights in the Property granted by Grantor to Grantee shall automatically revert to and be owned by the Grantor and its successors, without the necessity of any further act on the part of the Grantor or Grantee, it being Grantor's intent to convey a fee simple determinable estate to Grantee by the Deed.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject only to the matters expressly set forth herein and the Permitted Encumbrances.

The Property and other rights conveyed hereunder are conveyed and accepted in "**AS IS, WHERE IS**" and "**WITH ALL FAULTS**" condition, and without any representation or warranty (except for the special warranty of title set forth herein), whether express or implied, on the part of Grantor or anyone purporting to represent Grantor, of any kind or nature whatsoever (including but not limited to any representation or warranty concerning hazardous substances, materials or contamination, or environmental, geophysical or legal status or condition), concerning the Property or such other rights. Grantee acknowledges that it is relying solely on its own inspections and evaluations in executing this instrument, and accepting the Property and such other rights, and agrees that Grantor (except as to said warranty of title) and its partners, and its and their respective affiliates, and the officers, directors, members, managers, employees, agents and representatives of any of the foregoing, shall have no liability or responsibility with respect to the Property or such other rights or matters (any such liability or responsibility – including without limitation strict liability or responsibility – of Grantor or such other persons or entities which would otherwise exist or arise under applicable law being hereby **WAIVED** and **RELEASED** by Grantor, to the greatest extent permitted by applicable law).

[Execution pages follow.]

EXECUTED this _____ day of _____, 201__.

GRANTOR:

GM EQUITY GROUP, LLC.,
a Texas limited liability company

By: _____
David B. Ginter, Manager

THE STATE OF TEXAS

COUNTY OF _____

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This instrument was acknowledged before me on the _____ day of _____, 201__, by David B. Ginter, Manager of GM Equity Group, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

AGREED TO AND ACCEPTED by Grantee this ____ day of _____,
2020.

KP George
County Judge, Fort Bend County, Texas

ATTEST:

Laura Richard
County Clerk, Fort Bend County, Texas

APPROVED AS TO FORM:

Assistant County Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF FORT BEND

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This instrument was acknowledged before me on the ____ day of _____, 2020, by
K.P. George, County Judge of Fort Bend County, Texas.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Exhibit A – Description of the Property

EXHIBIT F

**FORM DRAINAGE AND DETENTION EASEMENT
(1.757 Acres)**

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

THE STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF _____

That **GM Equity Group, LLC**, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, SOLD, AND CONVEYED** and by these presents does **GRANT, SELL, AND CONVEY** unto **Fort Bend County, Texas**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way ("Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of drainage and detention facilities and all related connections and appurtenances (collectively, "Facilities"), as Grantee may from time to time require, across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 1.757 acres, and more particularly described and shown on **Exhibit A** attached hereto and made a part hereof ("Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Tract which unreasonably interfere with or restrict the full and complete use and enjoyment of the Easement by Grantee for the purposes set forth herein, and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted.

Grantor expressly reserves the right to the use and enjoyment of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the Easement Tract shall not unreasonably interfere with or restrict the full and complete use and enjoyment of the Easement by Grantee for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor, and Grantor's successors and assigns, shall not, without the prior written consent of Grantee (which consent shall not be unreasonably withheld, conditioned or delayed), do any of the following in a manner which unreasonably interferes with or unreasonably restricts the full and complete use and enjoyment of the Easement by Grantee for the purposes set forth herein: (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, surface improvements or other obstructions, whether temporary or permanent, or plant or locate any trees or shrubs on the

Easement Tract; (ii) install or permit the installation of pipelines or underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that unreasonably obstructs, restricts, or interferes with Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee, its successors or assigns, at the expense of Grantor, its successors and assigns, shall have the right to prevent or remove such obstruction without obligation to restore the same or any liability to Grantor or Grantor's successors and assigns.

Grantee shall give written notice to Grantor at least thirty (30) days prior to commencement of construction of the Facilities. Grantor shall have the right to coordinate with Grantee to oversize the Facilities to accommodate drainage and/or detention for development on Grantor's remainder tract. No construction of any such shared Facilities shall be commenced until the plans and specifications therefor have been reviewed and approved in writing by the engineer for Texas Heritage Parkway Improvement District.

Grantor shall be entitled, at Grantor's sole cost and expense, to relocate, replace, expand, reshape, or otherwise modify the Facilities, so long as such relocated, replaced, expanded, reshaped, or otherwise modified Facilities (i) can accommodate the same or more drainage and detention as the original Facilities, (ii) will be constructed in accordance with plans approved by Fort Bend County Drainage District.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, or other minerals from and under the Easement Tract by directional drilling or other means that does not unreasonably interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, conditions, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests, leases, surface waivers, and regulations and orders of governmental authorities, affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent the same are in effect and validly enforceable against the Easement Tract ("Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

Grantee shall have the sole responsibility for maintaining and repairing the Facilities in a manner that assures the proper function of the Facilities for the purpose granted herein.

Except for the express written terms and provisions set forth in this instrument, Grantor acknowledges and agrees that neither Grantee, nor any of its agents or representatives, has made any representations, agreements, inducements or statements to Grantor to induce Grantor into granting this Easement or executing this instrument. This instrument constitutes the entire agreement between

Grantor and Grantee concerning its subject matter, and supersedes any and all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.

In the event that construction of the Facilities fails to begin on or before seven (7) years from the date of this easement, the rights in the Easement granted by Grantor to Grantee shall automatically revert to and be owned by the Grantor and its successors, without the necessity of any further act on the part of the Grantor or Grantee, it being Grantor's intent to convey a reversionary right by Grantor to the Easement.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto said Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor (but not otherwise), subject however to the Permitted Encumbrances.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

Neither party's failure to insist on strict performance in any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is Fort Bend County, Texas, Attn: County Judge, 401 Jackson Street, 1st Floor, Richmond, Texas 77469.

The Easement to the Easement Tract and other rights conveyed to Grantee hereunder are accepted in "**AS IS, WHERE IS**" and "**WITH ALL FAULTS**" condition, and without any representation or warranty (other than the special warranty of title set forth herein), whether express or implied, on the part of Grantor or anyone purporting to represent Grantor, of any kind or nature whatsoever (including but not limited to any representation or warranty as to hazardous materials, substances or contamination, or environmental, geophysical or legal condition or status), concerning the Easement, or the Easement Tract or such other rights. Grantee acknowledges that it is relying solely on its own inspections and evaluations in executing this instrument, and accepting the Easement to the Easement Tract and other rights conveyed to Grantee hereunder, and agrees that Grantor (except as to said warranty of title) and its partners, and its and their respective affiliates, and the officers, directors, members, managers, employees, agents and representatives of any of the foregoing, shall have no liability or responsibility with respect to the Easement, Easement Tract or such other rights or matters (any such liability or responsibility – including without limitation strict liability or responsibility – of Grantor or such other persons or entities which would otherwise exist or arise under applicable law being hereby **WAIVED** and **RELEASED** by Grantee, to the maximum extent permitted by applicable law).

EXECUTED this ____ day of _____, 2020.

GRANTOR:

GM EQUITY GROUP, LLC.,
a Texas limited liability company

By: _____
David B. Ginter, Manager

THE STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2019, by David B. Ginter, Manager of GM Equity Group, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

ACKNOWLEDGED AND ACCEPTED by Grantee this ____ day of _____, 2020.

FORT BEND COUNTY, TEXAS

By: _____
KP George
County Judge, Fort Bend County,
Texas

ATTEST:

Laura Richard
County Clerk, Fort Bend County, Texas

APPROVED AS TO FORM:

Assistant County Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF FORT BEND

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This instrument was acknowledged before me on the ____ day of _____, 2020, by
KP George, County Judge of Fort Bend County, Texas.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:

Exhibit A – Description and Sketch of Easement Tract
Consent of Lienholder (Prosperity Bank)

After recording, please return to:

Tara Miles
The Muller Law Group
202 Century Square Blvd
Sugar Land, Texas 77478

CONSENT OF LIENHOLDER

Prosperity Bank, being the owner and holder of certain liens or other security interests (“Security Interests”), against the real property described and shown on **Exhibit A** attached hereto (“Easement Tract”), hereby:

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

Executed and effective as of the ____ day of _____, 2020.

PROSPERITY BANK

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
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COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, _____ of Prosperity Bank, a _____, on behalf of said bank.

(NOTARY SEAL)

Notary Public, State of Texas