

calendar days, then fee simple title to the Property shall automatically revert to Grantor, without any further action or cost to Grantor. In such event, within no later than thirty (30) days following the expiration of such 180-day period, Grantee shall, upon Grantor's request, execute and deliver to Grantor a special warranty deed (in a form reasonably acceptable to Grantor) conveying fee simple title to Grantor, subject to the Permitted Encumbrances (defined herein).

GRANTEE IS TAKING POSSESSION OF THE PROPERTY ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED OF ANY KIND OR NATURE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES, OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, CONSERVATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE CLEAN AIR ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, THE SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO, OR IMPOSING LIABILITY (INCLUDING STRICT

LIABILITY), OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES; OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. FOR PURPOSES HEREIN, THE TERM "HAZARDOUS SUBSTANCES" SHALL MEAN AND INCLUDE, WITHOUT LIMITATION, THOSE ELEMENTS OR COMPOUNDS WHICH ARE CONTAINED ON THE LIST OF HAZARDOUS SUBSTANCES ADOPTED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE LIST OF TOXIC POLLUTANTS DESIGNATED BY CONGRESS OR THE ENVIRONMENTAL PROTECTION AGENCY OR UNDER ANY HAZARDOUS SUBSTANCE LAWS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY, AND GRANTEE IS TAKING POSSESSION OF THE PROPERTY PURSUANT TO GRANTEE'S INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND DETERMINATION OF THE VALUE OF THE PROPERTY AND USES FOR WHICH THE PROPERTY MAY BE CONDUCTED, AND NOT PURSUANT TO ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY SUCH INFORMATION AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION.

This conveyance is subject to the terms, conditions and provisions of this Donation Deed and is further subject to all easements, conditions, covenants, restrictions, reservations, encumbrances and any other matters of record in the Official Public Records of Fort Bend County, Texas, to the extent the same are validly existing and applicable to the Property and are enforceable against a political subdivision of the State of Texas (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to 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 Permitted Encumbrances.

[EXECUTION PAGES FOLLOW]

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

FORT BEND COUNTY, TEXAS

By: _____

Name: KP George

Title: County Judge of Fort Bend County, Texas

APPROVED AS TO FORM:

By: _____

Name: _____

Title: Assistant County Attorney

STATE OF TEXAS §

§

COUNTY OF FORT BEND §

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 of the Property

Exhibit B -Sketch of the Property

Grantor's address:

c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Grantee's address:

401 Jackson St.
Richmond, TX 77469

Exhibit A – Description of the Property

CROSS CREEK RANCH
1.544 ACRES

FEBRUARY 17, 2020
JOB NO. 1298-00

DESCRIPTION OF A 1.544 ACRE TRACT OF LAND SITUATED
IN THE A.G. SHARPLESS SURVEY, ABSTRACT NO. 322
CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

BEING a 1.544 acre (67,272 square foot) tract of land situated in the A.G. Sharpless Survey, Abstract No. 322 City of Fulshear, of Fort Bend County, Texas and being a portion of a called remainder 1,913.31 acre tract of land, designated as Tract A, described in an instrument to CCR Texas Holdings LP recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012038964, said 1.544 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the North lines of said Directors Lots 1 thru 5 as cited herein:

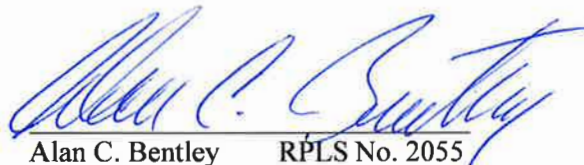
BEGINNING at a 5/8-inch iron pipe with cap stamped "BGE INC" found for the Northeast corner of a called 2.6130 acre tract described in an instrument to United States of America recorded under Fort Bend County Deed Records (F.B.C.D.R.) Volume 906, Page 110, being the Northwest corner of the herein describe tract;

THENCE, N 87°54'43" E, a distance of 457.28 feet to a 3/4-inch iron pipe found for the Northeast corner of the herein described tract, lying in the Northwest right-of-way line of Fulshear-Katy Road (width varies, no deed found);

THENCE, S 55°34'49" W, a distance of 550.15 feet along said Northwest right-of-way line to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the Southeast corner of the said 2.6130 acre tract, and being the most southerly corner of the herein described tract;

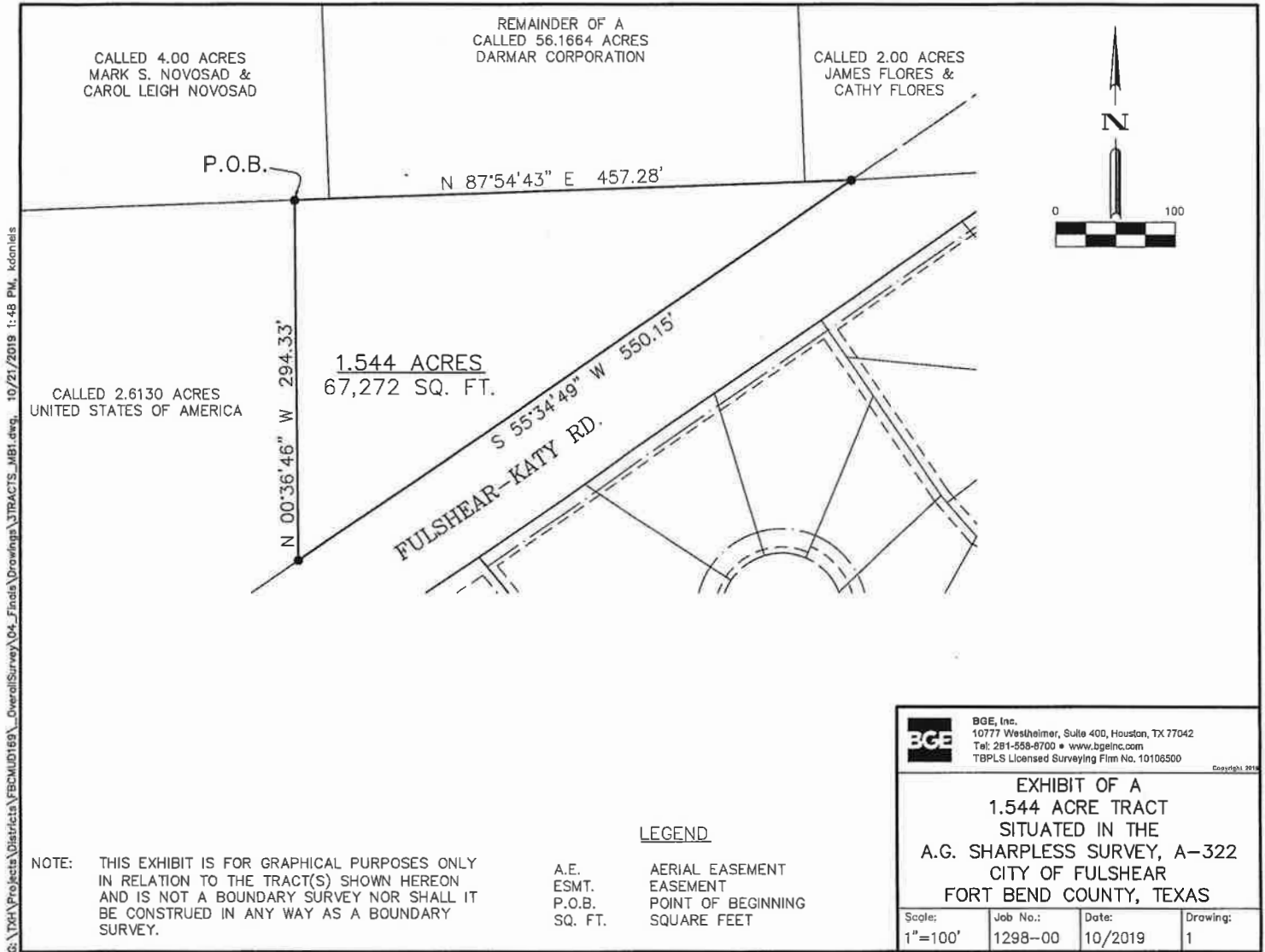
THENCE, N 00°36'46" W, a distance of 294.33 feet along the East line of said 2.6130 acre tract to the **POINT OF BEGINNING** and containing 1.544 acres (67,272 square feet) of land.




Alan C. Bentley RPLS No. 2055

BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

Exhibit B – Sketch of the Property



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