

SPECIAL WARRANTY DEED
(Library Site, Tract 1: 5.062 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, containing 5.062 acres of land, more or less, situated in the Enoch Latham Survey, Abstract No. 50 in Fort Bend County, Texas, as more particularly described in **Exhibit A** attached hereto, incorporated herein and made a part hereof for all purposes (the "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, the "Permitted Encumbrances").

Grantor reserves unto itself and its predecessors all oil, gas, and other minerals in, on, or under the Property; and nothing herein shall prohibit or restrict the right of Grantor or its assigns to extract oil, gas, and other minerals from and under the Property by directional drilling, pooling, or other means, as long as such extraction does not interfere with the use of the Property for its intended purpose and use in the construction and operation of a public library with related amenities (referred to herein as "Public Library" with all referenced improvements sometimes referred to herein as "Library Improvements"). Grantor reserves and retains the rights to ingress and egress, as long as such activities do not disturb, hinder, deface or interfere with the surface of the Property or the use of the Property as a Public Library.

The Property is being conveyed to Grantee for the development and construction of a Public Library, with related detention/retention and drainage features along with related utilities and amenities customarily included as part of such improvements, subject further to the incorporation of those certain requirements, standards and obligations relevant and pertinent to the Public Library as set forth in the ***Purchase and Sale Agreement with Purchase Option, Revisions and Clarifications*** ("PSA") between Grantor and Grantee, executed on November 23, 2020, and Approved by Fort Bend County Commissioners Court on November 24, 2020, as further supplemented or amended, including the following:

- i. Installation and construction of certain detention facilities as part of a coordinated detention and drainage plan, as generally referenced in and incorporated into the PSA, are included as part of this conveyance, with Grantee undertaking obligations along with further acceptances of additional acreage in furtherance of the PSA requirements to implement design specifications to accommodate and

coordinate the drainage needs for Grantor's original 137-acre tract, along with other terms and provisions as set forth in the PSA, all of which are conditions to and obligations included with this conveyance, to run as covenants with the property conveyed.

- ii. This conveyance of the Property is further conditioned upon potential modifications to placement or location of final boundary lines relating to adjacent property and/or adjacent or accompanying facilities as well as other PSA terms and provisions that may impact the Property, including, but not limited to, permanent drainage and detention; ingress, egress and other access to and from the Property or that is alongside or adjacent to the Property; utilities to and from the Property; and other design parameters that impact the placement of such boundary lines. It is also anticipated that further conveyances of real property will follow in accordance with the PSA terms. Accordingly, to the extent necessary and consistent with the general spirit and intent of the PSA, changes to the Property metes and bounds description may be effectuated through a correction deed or other recorded filing to reflect the final property description for modified acreage as referenced in the PSA.

Grantor reserves a temporary easement ("Temporary Access Easement") over, upon, and across portions of the Property for the purpose of non-exclusive pedestrian and vehicular ingress and egress to and from Grantor's adjacent property (referred to herein as "the Remainder Property") for purposes of design and construction of accompanying, related, or integrated facilities and utilities, roadways, drainage and detention, or other improvements on the Property and on the Remainder Property, consistent with the terms and provisions of the PSA. The Temporary Access Easement shall continue for so long as is necessary to accomplish all design and construction of/for the referenced improvements on/to the Property and the Remainder Property; however, upon completion of Grantee's construction of improvements on the Property and the dedication of the improvements for public use by Grantee, Grantor's use of the Temporary Access Easement shall be limited to such use that does not unreasonably interfere with Grantee's intended use of the Property and improvements. Upon Grantor's completion of the referenced improvements on/to the Property and the Remainder Property, the Temporary Access Easement shall automatically terminate and 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 and unencumbered easement (the "Utility/Facility 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 and Grantee shall coordinate the placement and design parameters of any necessary Utility/Facility Easement to accommodate Grantor's utility needs on the Remainder Property. 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/Facility Easement in a manner that would unreasonably prejudice, interfere, or disturb the Library Improvements or use thereof and ii) except for electrical lines along the west boundary line of the Property or as otherwise required to provide sufficient electrical utilities for Library operations, 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.

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 Public Library or Library Improvements fails to begin on or before three (3) 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 obligations, 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, attorneys, 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 Grantee, to the greatest extent permitted by applicable law). Except for ad valorem taxes for tax years prior to the year of conveyance, the Property is conveyed and accepted without assessment or allocation of any ad valorem property taxes to Grantor, with Grantee accepting the Property subject to all ad valorem taxes for the current calendar tax year of conveyance, and with Grantee agreeing to release and hold Grantor harmless of and from such current calendar tax year ad valorem taxes (to include the assessment of rollback ad valorem taxes, if applicable).

EXECUTED this _____ day of _____, 2021.

GRANTOR:

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

By: _____
David B. Ginter, Manager

By: _____
Eduardo J. Morales, Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____day of _____, 2021, 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)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____day of _____, 2021, by Eduardo J. Morales, 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 _____, 2021.

KP George
County Judge, Fort Bend County, Texas

ATTEST:

Laura Richard
County Clerk, Fort Bend County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2021, by KP George, County Judge of Fort Bend County, Texas.

Notary Public, State of Texas

(NOTARY SEAL)

- Attachments:**
Exhibit A – Description of the Property
Exhibit B – Survey Plat of the Property

Exhibit A

5.062 ACRES
PRECINCT 3 NORTH LIBRARY BOUNDARY

FORT BEND COUNTY
ENOCH LATHAM SURVEY, A-50

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES & BOUNDS description of a certain 5.062 acre tract of land situated in the Enoch Latham Survey, Abstract No. 50 in Fort Bend County, Texas, being out of a called 137.294 acre tract of land conveyed to GM Equity Group, LLC by Deed recorded in Clerk's File No. 2008000068 of the Fort bend County Official Public Records; said 5.062 acre tract being more particularly described as follows with all bearings being based the Texas Coordinate System of 1983, South Central Zone;

COMMENCING at a found 3/4" iron rod (with cap stamped "Kalkomey") in the south end of the west line of said 137.294 acre tract, being in the north line of Lazy J Acres Section 1 as shown on Replat recorded in File No. 20130137 of the Fort Bend County Map Records;

THENCE, N 02°42'26" W, along the west line of said 137.294 acre tract 1388.26 feet to a point for corner. From said point a found 5/8" iron rod bears N 02°42'26" W 1796.20 feet to the northwest corner of said 137.294 acre tract;

THENCE, N 87°17'34" E, 50.00 feet to a set 5/8-inch iron rod stamped "Huitt-Zollars" for the POINT OF BEGINNING of the herein described tract;

THENCE, North 02°54'44" East, 349.57 feet to a set 5/8-inch iron rod stamped "Huitt-Zollars";

THENCE, North 78°10'45" East, 227.61 feet to a set 5/8-inch iron rod stamped "Huitt-Zollars";

THENCE, South 87°05'16" East, 158.25 feet to a set 5/8-inch iron rod stamped "Huitt-Zollars";

THENCE, South 11°56'25" East, 10.63 feet to a set 5/8-inch iron rod stamped "Huitt-Zollars";

THENCE, South 84°16'59" East, 0.35 feet to a set 5/8-inch iron rod stamped "Huitt-Zollars" at the beginning of a curve to the right;

THENCE, along the arc of said curve to the right having a radius of 2009.37 feet, a central angle of 15°50'49", an arc length of 555.75 feet, and a long chord bearing South 03°56'36" East, 553.98 feet to a set 5/8-inch iron rod stamped "Huitt-Zollars";

THENCE, North 86°58'50" West, 290.87 feet to a set 5/8-inch iron rod stamped "Huitt-Zollars";

THENCE, North 42°53'52" West, 218.53 feet to the POINT OF BEGINNING, CONTAINING 5.0624 acres of land in Fort Bend County, Texas.

For Huitt-Zollars, Inc.

By: _____

Surveyor's Name: Mitchell S. Pillar
Registered Professional Land Surveyor
Texas Registration No. 5491



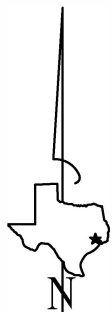
Date of Survey: July 22, 2020, Revised Date: May 10, 2021(change name to precinct 3 north library)
Texas Firm Registration No. 10025600

Exhibit A

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2009.37'	15°50'49"	555.75'	S 03°56'36" E	553.98'

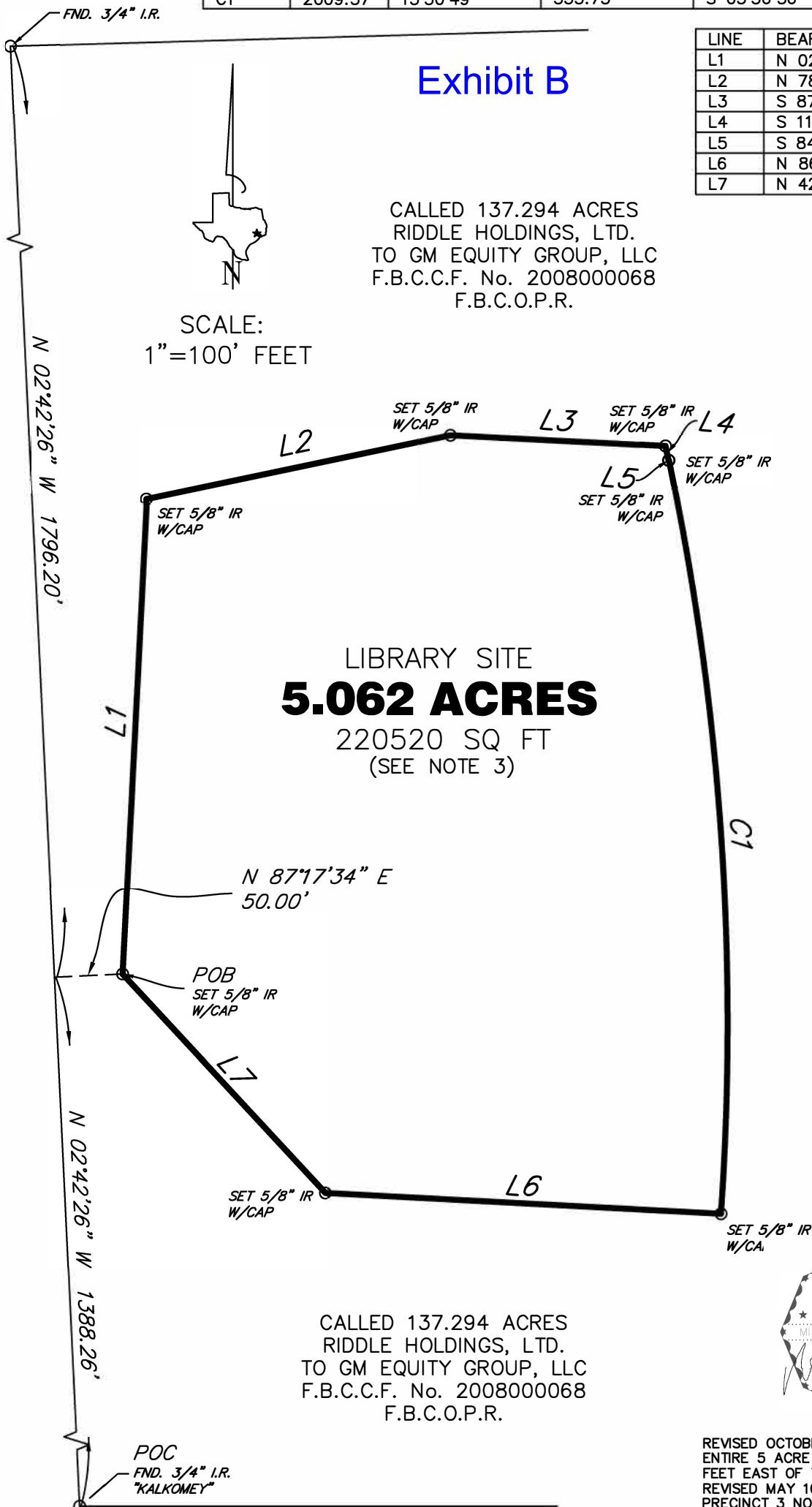
LINE	BEARING	DISTANCE
L1	N 02°54'44" E	349.57'
L2	N 78°10'45" E	227.61'
L3	S 87°05'16" E	158.25'
L4	S 11°56'25" E	10.63'
L5	S 84°16'59" E	0.35'
L6	N 86°58'50" W	290.87'
L7	N 42°53'52" W	218.53'

Exhibit B



CALLED 137.294 ACRES
 RIDDLE HOLDINGS, LTD.
 TO GM EQUITY GROUP, LLC
 F.B.C.C.F. No. 2008000068
 F.B.C.O.P.R.

SCALE:
 1"=100' FEET



LIBRARY SITE
5.062 ACRES
 220520 SQ FT
 (SEE NOTE 3)

CALLED 137.294 ACRES
 RIDDLE HOLDINGS, LTD.
 TO GM EQUITY GROUP, LLC
 F.B.C.C.F. No. 2008000068
 F.B.C.O.P.R.



REVISED OCTOBER 21, 2020 TO REVISE THE
 ENTIRE 5 ACRE BOUNDARY TO A POINT 50
 FEET EAST OF THE WEST LINE.
 REVISED MAY 10, 2021. NAME CHANGE TO
 PRECINCT 3 NORTH LIBRARY

COMMERCIAL RESERVE "C"
 BLOCK 2
 LAZY J ACRES, SECTION 1
 NO. 20130137 F.B.C.M.R.

General Notes:

- Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
- Adjoiners and easements have not been researched for the subject area, and are not shown hereon.
- The square footage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this survey. It does not include the tolerances that may be present due to position accuracy of the boundary monuments shown hereon.

Exhibit B

5.062 ACRE
 PRECINCT 3 NORTH LIBRARY
 BOUNDARY EXHIBIT
 FORT BEND COUNTY, TEXAS
 MAY 2021

HUITT-ZOLLARS

10350 Richmond Ave, Suite 300
 Houston, Texas 77042-4248
 Phone (281) 496-0066