

ROAD DEVELOPMENT AGREEMENT

between

FORT BEND COUNTY, TEXAS,

a political subdivision of the State of Texas, and

ROSENBERG LAND HOLDINGS COMPANY, LLC,

a Texas limited liability company

ROAD DEVELOPMENT AGREEMENT

This ROAD DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the Effective Date (as defined in Section 5.16 hereof), by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (the "County" or "Grantee"), and ROSENBERG LAND HOLDINGS COMPANY, LLC, a Texas limited liability company, or its successors or assigns, hereinafter called "Grantor." The County and Grantor are each individually at times referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

Grantor owns or has contracted rights to acquire approximately 4,732 acres of generally undeveloped land in the County identified herein as "Austin Point," and more fully described on Exhibit "A" attached hereto.

The County or an instrumentality of the County is planning the design and construction of the Fort Bend Parkway Extension (hereinafter defined), a portion of which traverses Austin Point. As used herein, the term "Fort Bend Parkway Extension" shall mean the tollway construction project extending the Fort Bend Parkway from its current terminus to the City of Fairchilds, as further described on Exhibit "B" attached hereto. In addition, the County or an instrumentality of the County is planning the design and construction of an extension of the Grand Parkway Segment "C" (hereinafter defined), a portion of which traverses Austin Point. As used herein, the term "Grand Parkway Segment C" shall mean the tollway construction project extending the Grand Parkway (SH 99) through the County, as further described on Exhibit "C" attached hereto. This Agreement is designed to facilitate the modification of the location and design of the Fort Bend Parkway Extension and the Grand Parkway Segment "C" interchange (the "Interchange") to accommodate the orderly development within and around Austin Point and serve the interests of the County. In exchange for the modification to the location and design of the Interchange, Grantor will donate, or cause to be donated, to the County certain right-of-way, easements, and funding necessary for the Interchange's orderly

design and construction. The Interchange is further described on Exhibit "D" attached hereto.

The Parties have determined that the proposed location and design of the Interchange would result in the highest and best use of land within and around the Interchange, and would improve mobility in the region and best provide for economic development, new jobs and preferred growth within the County.

The Parties have determined that the provisions of this Agreement and the benefits provided by the Parties to each other hereunder substantially advance the legitimate interests and public purposes of the County and Grantor.

AGREEMENT

NOW, THEREFORE, for and in consideration of these premises and the mutual agreements, covenants, benefits, and obligations set forth and contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties contract and agree as follows:

ARTICLE I

RECITALS; INTERPRETATION

Section 1.1 Recitals.

The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement. However, to the extent of any conflict between the provision of the recitals and the other provisions of this Agreement, the other provisions of this Agreement shall prevail.

Section 1.2 Titles, Headings and Exhibits.

The titles, headings and captions appearing in the articles of this Agreement and following each numbered section of this Agreement (but excluding the titles, headings and captions set forth in the exhibits to this Agreement, where the context indicates that same are used as definitions therein) are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provisions hereof, or in connection with the duties, obligations or liabilities of the respective Parties

hereto or in ascertaining intent, if any questions of intent should arise.

The exhibits attached hereto are incorporated as part of this Agreement for all purposes.

Section 1.3 Interpretation of Agreement.

This Agreement and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. The word "include," and any of its derivatives, shall be interpreted as language of example and not of limitation, and shall be deemed to be followed by the words "without limitation," unless otherwise expressly provided herein.

The Parties agree that this Agreement shall not be construed in favor of or against either the County or Grantor on the basis that the County or Grantor did or did not author this Agreement.

ARTICLE II

Section 2.1 Interchange Modification

The Parties acknowledge the County currently maintains development rights for the Interchange. In consideration of Grantor's agreement to dedicate, or cause to be dedicated, the right of way, easements, and funding the Reevaluation Costs (as defined in Section 2.2 below), the County, subject to the Regulatory Requirements as defined in Section 2.2 below, will use commercially reasonable efforts to construct, cause to be constructed, or facilitate with the Texas Department of Transportation the construction of the Interchange in accordance with the requirements of this Agreement and otherwise in substantial conformity with the Interchange as reflected on Exhibit "D"; and observe the other covenants, requirements, restrictions, terms, provisions and conditions of this Agreement, all of which are intended to benefit County and Grantor, and Grantor's respective successors and assigns, and all of which shall be binding on the County and its successors and assigns.

Contemporaneous with the execution of this Agreement, the County agrees to

complete any necessary public meetings and/or hearings, Commissioners' Court meetings, or documentation necessary to effectuate the modification of the Interchange as described herein, including, but not limited to, modifying the County's existing Major Thoroughfare Plan ("MTP") to reflect the Interchange. Should any prior County orders, resolutions, or ordinances conflict with the re-alignment of the MTP as it relates to the Interchange, the County agrees to take any and all measures necessary to eliminate any such conflict, including declaring any applicable conflicting actions as null and void.

Section 2.2 Reevaluation of Segment "C." The County agrees to use commercially reasonable efforts to perform and/or assist the Texas Department of Transportation ("TXDOT") in completing a technical reevaluation of the route of Grand Parkway Segment "C" to investigate changes along the route that have occurred since the U.S. Department of Transportation, Federal Highway Administration, adopted that certain Grand Parkway Segment C Record of Decision in March 2013, and that this reevaluation would investigate the Parties' preferred location of the Interchange (the "Reevaluation"). The Reevaluation will establish the final alignment of the Grand Parkway Segment "C." The County shall engage, or cause to be engaged, third party engineers to prepare any necessary study for the completion of the Reevaluation, and perform an alignment study as necessary to establish the final alignment of the Fort Bend Parkway Extension where it intersects Grand Parkway Segment C. The final alignment shall be subject to all applicable regulatory requirements necessary for establishing the right of way, and such requirements shall be referred to herein as the "Regulatory Requirements." Should the County be required to retain and/or fund any third party consultants to analyze and/or address any environmental concerns related to the Interchange and the Reevaluation, Grantor agrees to fund, or cause to be funded, within sixty (60) days of written receipt of an invoice from the County, any and all costs reasonably incurred for the Reevaluation, including any consulting, testing, studies, surveying, or coordination costs related to the environmental aspects of the Reevaluation (the "Reevaluation Costs"). Following the completion of the Reevaluation and upon the determination of the County of the final location of the Interchange, the County shall provide Grantor with sixty (60) days' written notice of its determination (the "County

Notice”).

Section 2.3 Right-of-Way Dedication.

In consideration of the modification of the Interchange as described herein, Grantor will donate, or cause to be donated, the parcels of land more particularly described by metes and bounds in Exhibit "E" and Exhibit "F" attached hereto and referred to herein as the "Fort Bend Parkway ROW" and "Grand Parkway ROW," respectively, to the County pursuant to the form of Deed attached hereto as Exhibit "G" (the "Deed"). The Parties acknowledge that due to potential modifications in the Interchange's final design and location as a result of the Reevaluation, the necessary Fort Bend ROW and the Grand Parkway ROW, as described on Exhibits "E" and "F" may be altered following the Reevaluation. As such, Grantor agrees that should the Interchange modification be completed in substantially similar form to the design shown on Exhibit "D," the Grantor shall dedicate, or cause to be dedicated, the necessary Fort Bend Parkway ROW and Grand Parkway ROW as is required to ensure consistency with the Reevaluation and the Regulatory Requirements. The execution and delivery of the Deed will occur within sixty (60) days of the County Notice for each parcel.

Section 2.4 Drainage and Detention. Grantor will convey, or cause to be conveyed, to the County a Drainage and Detention Easement (the "Drainage and Detention Easement") sufficient to accommodate storm water storage and discharge from the Interchange in accordance with the applicable storage amount and flow rate criteria as determined by the County and the Regulatory Requirements. As such, Grantor agrees that should the Interchange modification be completed in substantially similar form to the design shown on Exhibit "D," the Grantor shall dedicate, or cause to be dedicated, the necessary Drainage and Detention Easement as is required to ensure consistency with the Reevaluation and the Regulatory Requirements. The execution and delivery of the Drainage and Detention Easement will occur within sixty (60) days of the County Notice.

Section 2.5 Coordination/ Other Approvals.

The County and Grantor agree to reasonably cooperate with the TXDOT and any other political subdivision with jurisdiction over Austin Point or the Interchange, as necessary, on final plan adjustments and the final locations of proposed improvements, crossings, drainage and detention facilities, and any other items required to be refined and coordinated outside of this Agreement in order to facilitate the timely and orderly completion of the Interchange, which have been approved by Grantor or Grantor's successors or assigns, in accordance with this Agreement. To the extent that any legally binding approval, permit or other action from or by another jurisdiction (e.g., TXDOT, or U.S. Army Corps of Engineers), which has not already been obtained, is required under applicable law for the County to complete or cause to be constructed the Interchange, comply with the Regulatory Requirements, and allow Grantor to fully realize on a practical and legal basis the rights and benefits of this Agreement, the County will use its best efforts to secure that approval or permit, or to assist the Grantor in securing that approval or permit.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1 Grantor.

Grantor represents and warrants to the County that as of the Effective Date:

- a) It is an entity of the type listed in the preamble hereof, duly organized, validly existing and operating under the laws of the State of Texas;
- b) The person executing this Agreement on behalf of such Grantor has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;
- c) The form, execution, delivery, and performance by such Grantor of this Agreement has been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which such Grantor is a party or by which it or any of its properties may be bound; and

- d) This Agreement is a legal, valid, and binding obligation of the Grantor enforceable against the Grantor in accordance with its terms.

Section 3.2 The County.

The County represents and warrants to Grantor that, as of the Effective Date:

- a) It is a political subdivision of the State of Texas, duly organized, validly existing and operating under the laws of the State of Texas;
- b) It has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;
- c) The form, execution, delivery, and performance by the County of this Agreement have been duly authorized by all necessary action and do not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which the County is a party or by which it or any of its properties may be bound; and
- d) This Agreement is a legal, valid, and binding obligation of the County enforceable against the County in accordance with its terms.

ARTICLE IV

BREACH NOTICE AND REMEDIES

Section 4.1 Breach of Agreement.

The Parties have entered into this Agreement in good faith and in the belief that it is mutually advantageous to them. It is with that same spirit of cooperation that County and, subject as hereinafter provided, Grantor, pledge to attempt to resolve any dispute amicably without the necessity of litigation, if possible. In the event that one Party believes that any other Party or Parties has or have, by act or omission, breached this Agreement, the provisions of this Article IV shall be applicable to such default.

Section 4.2 Notice of Default.

- a) A Party or Parties shall notify the other Party in writing of an alleged failure by such other Party to comply with a provision of this Agreement, which notice shall describe the alleged failure in reasonable detail. The alleged defaulting Party shall, within thirty (30) calendar days after receipt of such notice, or within such longer period of time as the aggrieved Party may specify in such notice, either cure such alleged failure or, in a written response to the aggrieved Party, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.
- b) The aggrieved Party shall determine: (i) whether a failure by the other Party to comply with this Agreement has occurred, (ii) whether such failure is excusable under the terms of this Agreement, and (iii) whether such failure has been cured or will be cured by the alleged defaulting Party within a timetable satisfactory to the aggrieved Party acting in its or their sole discretion. The alleged defaulting Party shall make available to the aggrieved Party, if requested, any records, documents, or other information reasonably necessary to make the determination.
- c) In the event that the aggrieved Party determines or determine that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule satisfactory to the aggrieved Party acting in its or their sole discretion, or that such failure is excusable under the terms of this Agreement, such determination shall conclude the matter.

- d) If the aggrieved Party determines or determine that a failure to comply with a provision has occurred and that such failure is not excusable under the terms of this Agreement and has not been or will not be cured by the alleged defaulting Party in a manner and in accordance with a schedule satisfactory to the aggrieved Party in its or their sole discretion, then the aggrieved Party and the alleged defaulting Party shall proceed to mediation under Section 4.3.

Section 4.3 Mediation.

In the event the Parties cannot or do not, within thirty (30) days after any cure period applicable pursuant to Section 4.2, resolve their dispute pursuant to the procedures described in Section 4.2, the Parties agree to submit the disputed issue to non-binding mediation in accordance with the provisions of Chapter 2009, Texas Government Code, as amended, and the provisions of the Texas Civil Practices and Remedies Code, as amended. The Parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue after not less than ten (10) hours of mediation or within thirty (30) days after mediation is requested. The Parties participating in the mediation shall share the fees and expenses of the mediator equally, but each Party shall otherwise pay its own attorneys' and other fees and costs incurred with respect to the mediation.

Section 4.4 Remedies.

The Parties do not intend to hereby specify, and this Agreement shall not be considered as specifying, an exclusive remedy for any default.

Section 4.5 No Waiver.

No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or of performance by any other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

Section 4.6 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, other than its conflicts of laws principles.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1 Term and Termination.

Unless otherwise terminated as provided herein, this Agreement shall remain in full force and effect from the Effective Date until final completion of the Interchange contemplated in this Agreement in accordance with this Agreement's terms and conditions and the other requirements, specifications, terms, and provisions of this Agreement, unless, this Agreement is sooner terminated in writing with the mutual consent of the Parties. Notwithstanding the previous, this Agreement shall terminate within ten (10) years of the Effective Date, unless otherwise extended by mutual agreement by the Parties. This Agreement expressly survives the delivery of the Deed and the Drainage and Detention Easement.

Section 5.2 Time of the Essence.

Time is of the essence in all things pertaining to the performance of this Agreement.

Section 5.3 Waiver of Governmental Immunity.

To the maximum extent permitted by applicable laws, the County hereby waives any constitutional, statutory, or common law right to sovereign or governmental immunity from liability or suit and expressly consents to be sued and liable to the extent necessary for each of the Parties to enforce this Agreement, but only as to each of the Parties and this Agreement.

Section 5.4 Parties in Interest.

The Parties agree that there are no third-party beneficiaries, express or implied, to this Agreement. This Agreement contemplates performances of certain obligations by other entities that are not party to this Agreement. However, either Party may cause its obligations under this Agreement to be performed by another entity either thru an assignment of this Agreement or pursuant to another agreement, but without relieving

such Party from full and primary responsibility to the other Party for the performance of such obligations. The Parties agree that full and complete performance by another entity of one Party's obligations under this Agreement, in accordance with this Agreement, will discharge the performed obligations of that Party under this Agreement.

Section 5.5 Approvals by Parties.

Whenever this Agreement requires or permits approvals or consents to be hereafter given by Granters, or Granters' successors or assigns, the County agrees that such approval or consent shall not be unreasonably withheld, conditioned, delayed or denied, except where otherwise provided in this Agreement. Any approval or consent of a Party must be in writing in order to be effective but in the case of the County, such approval or consent may be evidenced by an, order or orders, a resolution or resolutions, or other appropriate action adopted by the governing body of the County, in a meeting held in compliance with applicable law, or by an appropriate certificate or other writing executed by a person, firm, or entity authorized to determine and give approval or consent on behalf of the County. Such approval or consent shall be effective without regard to whether given before or after the time for such approval or consent, if any, required herein.

Section 5.6 No Joint Venture, Partnership or Agency.

This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship by and among the Parties.

Section 5.7 No Liability for Indebtedness.

It is expressly understood and agreed that nothing in this Agreement has the effect of causing any Party to assume, guarantee or become in any way liable for any bond, warrant, note or other indebtedness or obligation of any other Party. To the extent of any irreconcilable conflict between the provisions of this Section and any other provisions of this Agreement (including but not limited to, the Conveyance Documents and the exhibits hereto), the provisions of this Section shall prevail.

Section 5.8 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other

than the payment of money unless due to a general and widespread economic collapse or moratorium on banking activities within the United States of America or the State of Texas, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure event relied upon, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas (but not of County, which is a governmental entity) or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party when such settlement is unfavorable to it in the judgment of the Party having the difficulty. Notwithstanding the foregoing, no event of force majeure shall excuse or be applicable to, or be deemed to excuse or be applicable to, the obligations of the County with respect to the permits and approvals from, and other actions by, other governmental authorities pursuant to and as contemplated by Section 2.4, and the provisions of this Section 5.8 shall be inapplicable thereto.

Section 5.9 Address and Notice. Unless otherwise provided in this Agreement,

any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "notice") herein provided or permitted to be given, made or accepted by any Party to another Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by hand delivery, addressed to the Party to be notified, or by facsimile transmission, or by electronic mail. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the date reflected on the return receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified as evidenced by a written receipt. Any notice given to a Party shall also be sent to all other Parties and to the other entities listed below. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be:

If to Grantor, to:

Rosenberg Land Holdings Company LLC
Attn: Zane Beard
1401 Woodlands Parkway
Spring, Texas 77380
zbeard@signorellicompany.com

With copies to:

Allen Boone Humphries Robinson LLP
Attn: Stephen M. Robinson
3200 Southwest Freeway, Suite 2600
Houston, TX 77027
srobinson@abhr.com

If to County, to:

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 151 Floor
Richmond, Texas 77469

With copies to:

Fort Bend County
Attention: County Engineer
301 Jackson Street, 4th Floor

Richmond, Texas 77469

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) calendar days written notice to the other Parties.

Section 5.10 Amendment; Modification.

This Agreement may be amended or otherwise modified only by a written instrument executed by the Party against whom such amendment or other modification is sought to be enforced.

Section 5.11 Assignment.

This Agreement shall bind and benefit the Parties hereto and their respective successors and assigns, provided, however, that there must be executed by the assignor and assignee, and delivered to the other Parties, within ten (10) days after the occurrence of such assignment, an agreement of assignment and assumption in form reasonably acceptable to the other Parties, pursuant to which the assignee assumes all obligations of the assigning Party under this Agreement, whether then existing or thereafter arising .

Section 5.12 No Additional Waiver Implied.

No waiver or waivers of any breach or default (or any breaches or defaults) by a Party hereto of any term, covenant, condition, or liability hereunder, or the performance by a Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 5.13 Merger.

This Agreement, together with the exhibits attached hereto and made a part hereof for all purposes, constitutes the entire agreement among the Parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and commitments between the Parties, whether oral or written, relating to same. Each Party expressly warrants that no statement, promise, covenant, agreement, warranty, or representation, other than those expressly provided in this Agreement, was made to, or relied upon by that Party.

Section 5.14 Further Documents and Acts.

The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and take further actions as another Party may reasonably request in order to effectuate the terms of this Agreement.

Section 5.15 Counterparts.

This Agreement may be executed in separate counterparts, and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Scanned or facsimile signatures shall be effective as originals.

Section 5.16 Effective Date.

The "Effective Date" of this Agreement shall be the date that it has been executed and delivered by Grantor to the County and approved by the Fort Bend County Commissioners Court.

Section 5.17 Business Day.

As used herein, "business day" shall mean a day other than a Saturday, Sunday, or legal holiday on which banks in Fort Bend County, Texas are required to be closed.

Section 5.18 "AS IS" Conveyance.

The properties and assets conveyed pursuant to the Deed and the Drainage and Detention Easement are, or will be, accepted by the County in their AS IS, WHERE IS and WITH ALL FAULTS, condition, and without any representation or warranty, express or implied, and the County agrees to the releases, immunities, and other agreements in favor of Grantor and certain other persons and entities as set forth therein.

Section 5.19 Senate Bills 13 and 19 Compliance

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Grantor hereby verifies that Grantor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

1) Do not boycott energy companies and are authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

2) Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and are authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

3) Do not boycott Israel and are authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

4) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code.

Exhibits

- Exhibit "A" - Austin Point Development
- Exhibit "B" - Fort Bend Parkway Extension
- Exhibit "C" - Grand Parkway Segment "C"
- Exhibit "D" - Interchange
- Exhibit "E" - Fort Bend Parkway ROW
- Exhibit "F" - Grand Parkway ROW
- Exhibit "G" - Form of Deed

IN WITNESS WHEREOF, the Fort Bend County Commissioners Court has approved and the Parties hereto have executed this Agreement to be effective as this _____ day of _____, 2021.

FORT BEND COUNTY, TEXAS

By: _____
KP George, County Judge

ATTEST:

By: _____
Laura Richard, County Clerk

RESPECTFULLY EXECUTED this _____ day of _____,
2021.

**ROSENBERG LAND HOLDINGS
COMPANY, LLC, f/k/a Sig Rosenberg
LLC, a Texas limited liability company**

By: _____
Name: _____
Title: _____

EXHIBIT A
AUSTIN POINT DEVELOPMENT

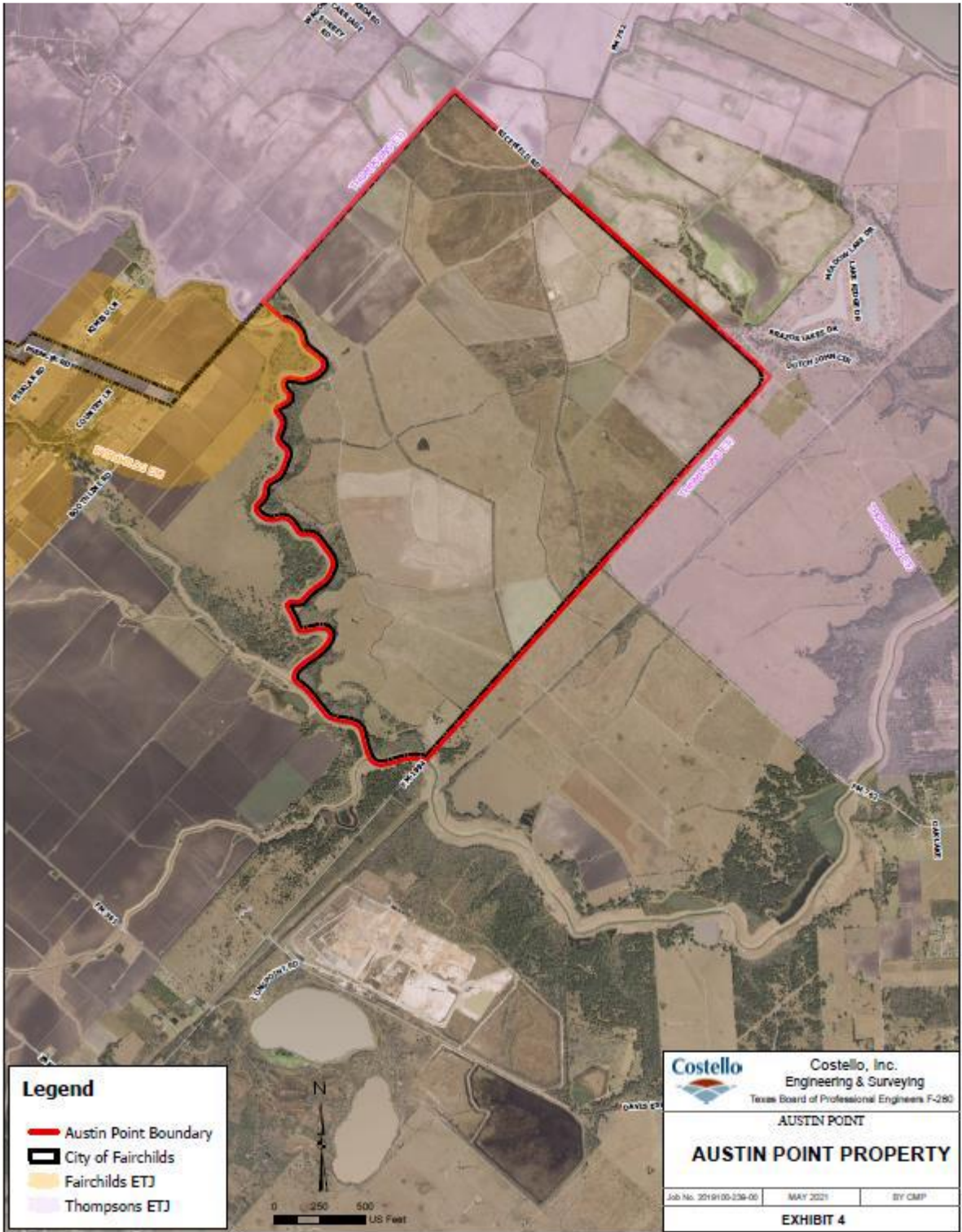


EXHIBIT B

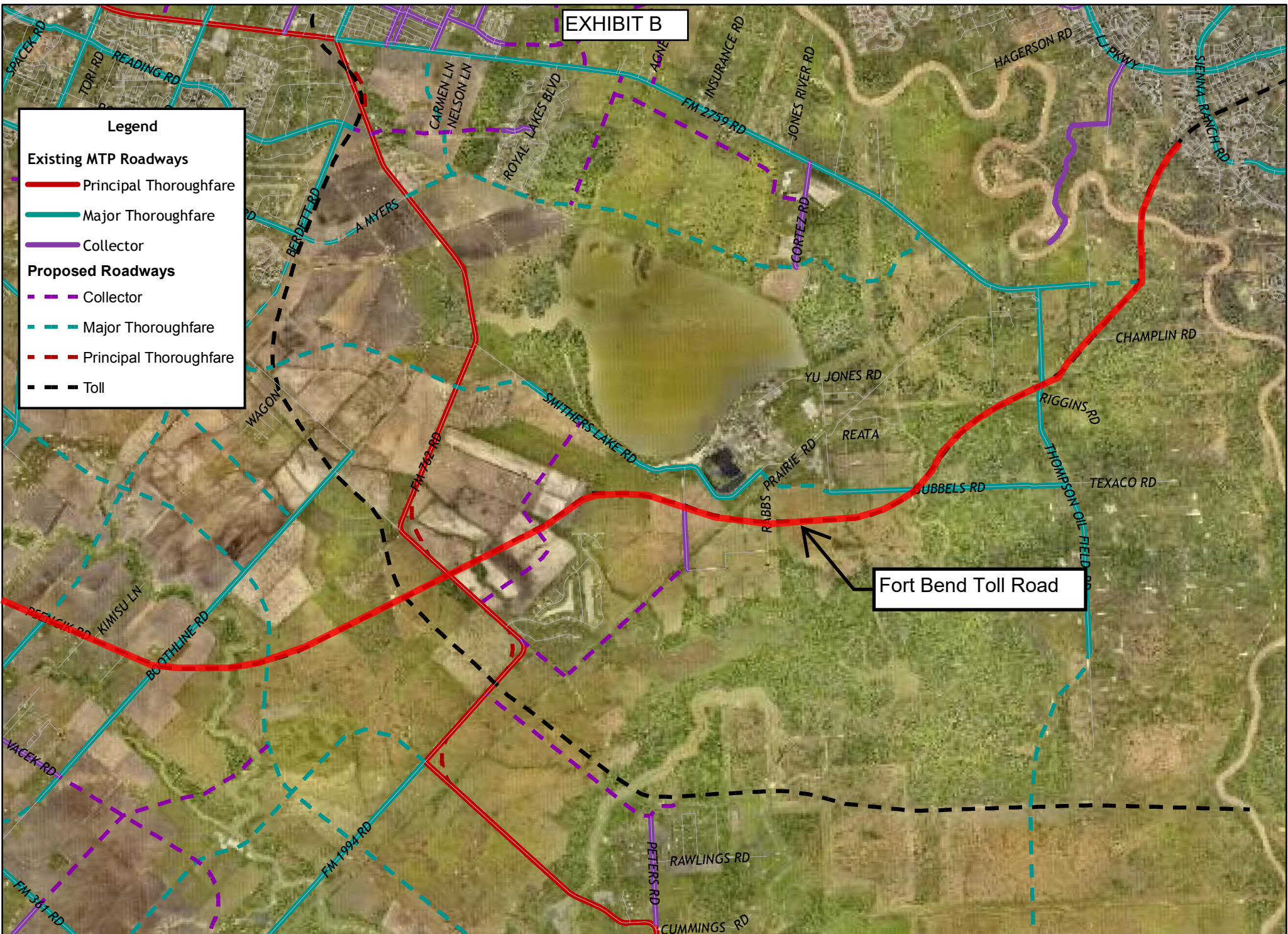
Legend

Existing MTP Roadways

- Principal Thoroughfare
- Major Thoroughfare
- Collector

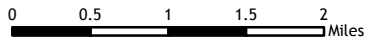
Proposed Roadways

- Collector
- Major Thoroughfare
- Principal Thoroughfare
- Toll



Fort Bend Toll Road

**Fort Bend Toll Road
Extension**



This Geographic Information Systems (GIS) Data is a public resource of general information. The information contained was generated from GIS data maintained by Fort Bend County and different sources and agencies. The County of Fort Bend makes no warranty, representation, or guarantee as to the content, sequence, accuracy, timeliness, or completeness of any of the spatial data or database information provided herein. The County of Fort Bend shall assume no liability for any errors, omissions, or inaccuracies in the information provided, regardless of how caused; or any decision made or action taken or not taken by any person relying on any information or data furnished within. If any errors are detected, please contact the GIS Division of Fort Bend County Engineering so they may be corrected.

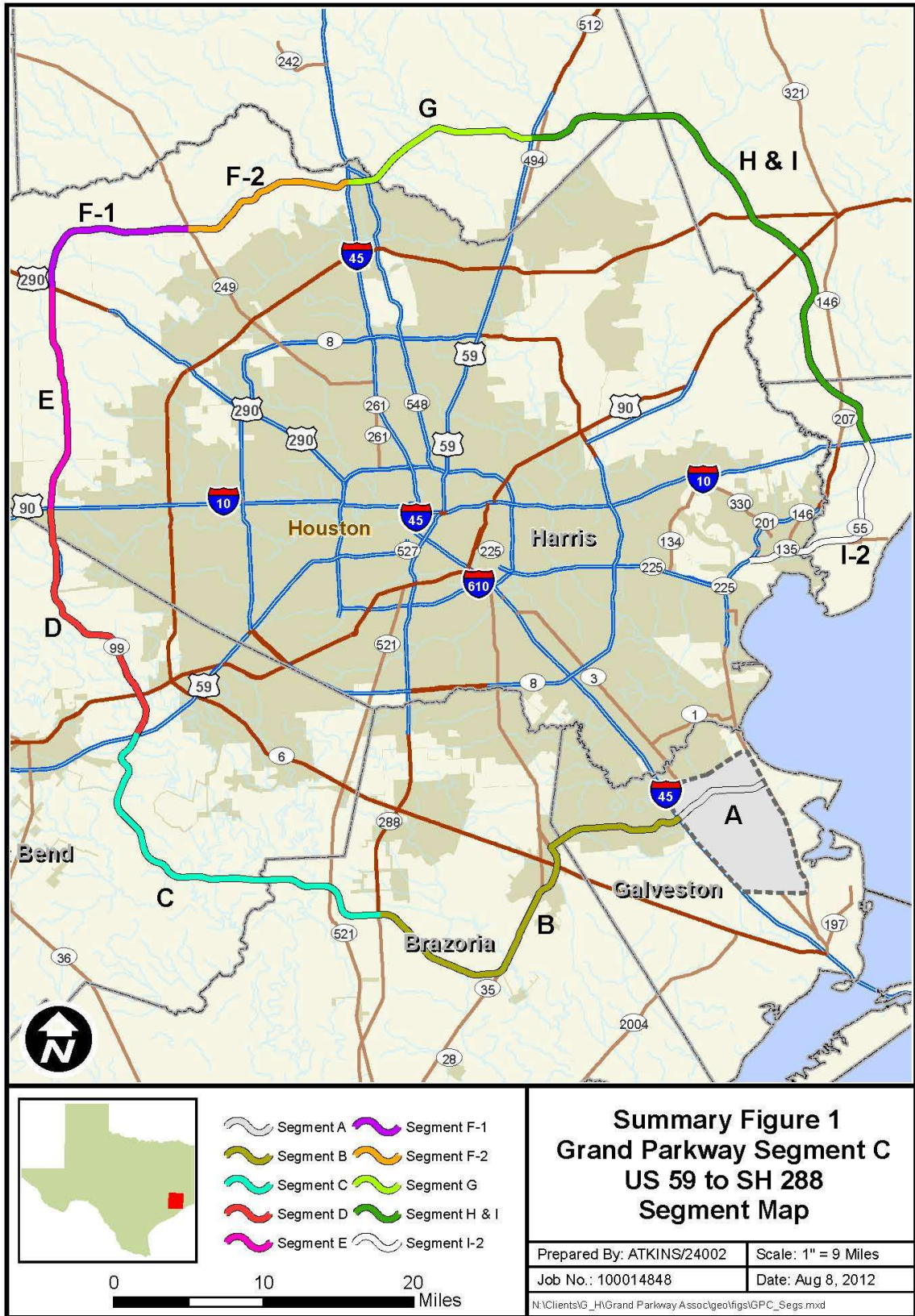
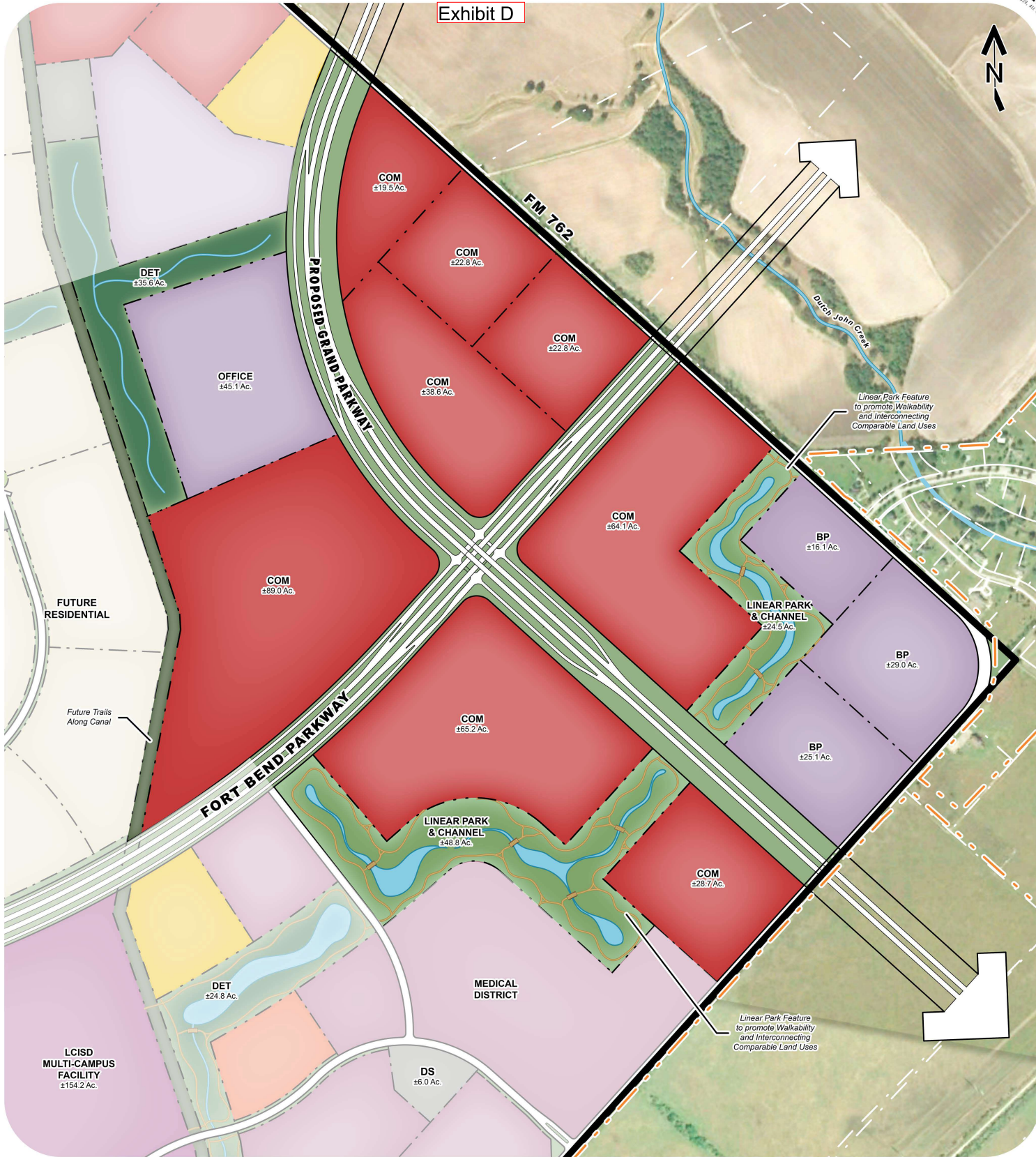


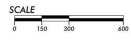
Exhibit D



an exhibit for
AUSTIN POINT
 prepared for
SIGNORELLI COMPANY



24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-06221
 APRIL 15, 2020

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

EXHIBIT E

Page 1 Of 3 Pages

County: Fort Bend
Project: Austin Point
C.I. No.: 1270-21
Job Number: 2019-100- WP1-103

METES AND BOUNDS FOR 107.65 ACRES

Being a 107.65 acre tract of land located in the W.T. Austin League, A-5 in Fort Bend County, Texas; said 107.65 acre tract being a portion of a called 2020.64 acre tract of land described in Clerk's File Number 2016142455 of the Official Records of Fort Bend County (O.R.F.B.C.), a portion of a called 987.60 acre tract of land described in Clerk's File Number 2015139480 of the O.R.F.B.C. and a portion of a called 142.96 acre tract of land recorded in Clerk's File Number 2014102511 of the O.R.F.B.C.; said 107.65 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the northeast line of a called 529.59 acre tract of land recorded in Clerk's File Numbers 2019139221 and 2020005128 of the O.R.F.B.C. and based on the Texas Coordinate System, South Central Zone):

Commencing at a "PK" nail found for the northeast corner of said 529.59 acre tract, same being on the centerline of FM 762 (80-foot wide) as recorded in Volume 259, Page 264 and Volume 270, Page 131 of the Fort Bend County Deed Records;

Thence, with the centerline of said FM 762, South 47 degrees 59 minutes 23 seconds East, a distance of 3,261.47 feet;

Thence, continuing with the centerline of said FM 762, South 47 degrees 57 minutes 19 seconds East, a distance of 1,906.56 feet to the **Point of Beginning** of the herein described tract of land;

1. Thence, continuing with the centerline of said FM 762, South 47 degrees 57 minutes 19 seconds East, a distance of 300.00 feet;

Thence, through said 987.60 acre tract, said 2020.64 acre tract and said 142.96 acre tract, the following five (5) courses:

2. South 42 degrees 11 minutes 32 seconds West, a distance of 3,177.61 feet;

3. 5,154.48 feet along the arc of a curve to the right, said curve having a central angle of 32 degrees 16 minutes 35 seconds, a radius of 9,150.00 feet and a chord that bears South 58 degrees 19 minutes 50 seconds West, a distance of 5,086.59 feet;

4. 3,554.35 feet along the arc of a curve to the right, said curve having a central angle of 39 degrees 32 minutes 37 seconds, a radius of 5,150.00 feet and a chord that bears North 85 degrees 45 minutes 34 seconds West, a distance of 3,484.23 feet;

5. North 65 degrees 59 minutes 16 seconds West, a distance of 1,427.99 feet;

6. 2,349.02 feet along the arc of a curve to the left, said curve having a central angle of 27 degrees 45 minutes 01 seconds, a radius of 4,850.00 feet and a chord that bears North 79 degrees 51 minutes 46 seconds West, a distance of 2,326.13 feet to the centerline of Big Creek;

Thence, with the centerline of said Big Creek, the following four (4) courses:

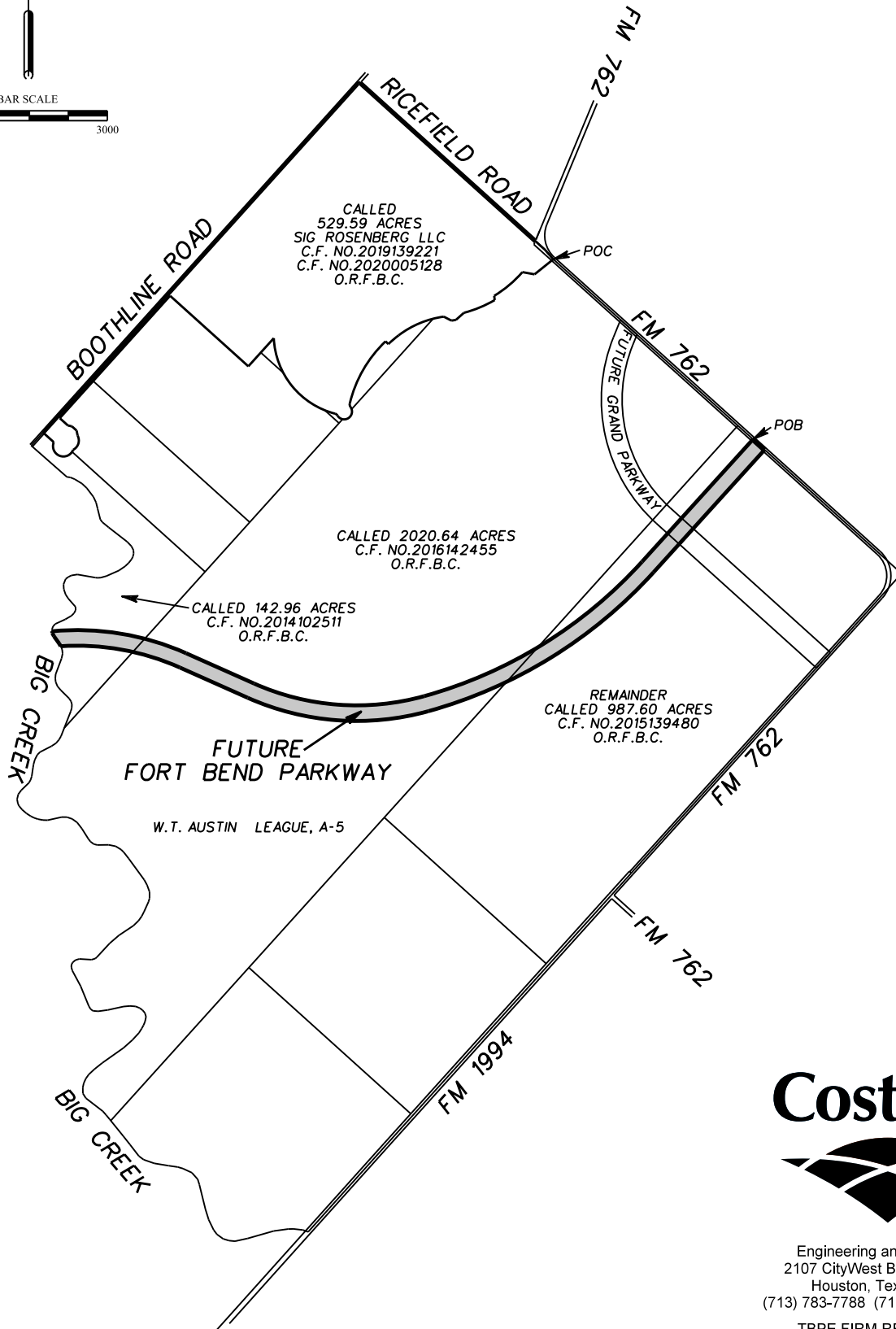
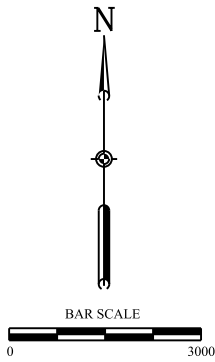
7. North 30 degrees 27 minutes 29 seconds West, a distance of 60.97 feet;
8. North 35 degrees 34 minutes 12 seconds West, a distance of 171.91 feet;
9. North 26 degrees 43 minutes 39 seconds West, a distance of 71.30 feet;
10. North 02 degrees 32 minutes 54 seconds West, a distance of 31.80 feet;

Thence, through said 987.60 acre tract, said 2020.64 acre tract and said 142.96 acre tract, the following five (5) courses:

11. 2,639.61 feet along the arc of a curve to the right, said curve having a central angle of 29 degrees 22 minutes 00 seconds, a radius of 5,150.00 feet and a chord that bears South 80 degrees 40 minutes 16 seconds East, a distance of 2,610.82 feet;
12. South 65 degrees 59 minutes 16 seconds East, a distance of 1,427.99 feet;
13. 3,347.30 feet along the arc of a curve to the left, said curve having a central angle of 39 degrees 32 minutes 37 seconds, a radius of 4,850.00 feet and a chord that bears South 85 degrees 45 minutes 34 seconds East, a distance of 3,281.26 feet;
14. 4,985.48 feet along the arc of a curve to the left, said curve having a central angle of 32 degrees 16 minutes 35 seconds, a radius of 8,850.00 feet and a chord that bears North 58 degrees 19 minutes 50 seconds East, a distance of 4,919.82 feet;
15. North 42 degrees 11 minutes 32 seconds East, a distance of 3,176.83 feet to the **Point of Beginning** and containing 107.65 acres of land.

Mark D. Armstrong
09/15/2021





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Engineering and Surveying
 2107 CityWest Blvd., 3rd Floor
 Houston, Texas 77042
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 TBPE FIRM REG. No. 280
 TBPLS FIRM REG. No. 100486

EXHIBIT F

Page 1 Of 3 Pages

County: Fort Bend
Project: Austin Point
C.I. No.: 1269-21
Job Number: 2019-100- WP1-103

METES AND BOUNDS FOR 74.38 ACRES

Being a 74.38 acre tract of land located in the W.T. Austin League, A-5 in Fort Bend County, Texas; said 74.38 acre tract being a portion of a called 2020.64 acre tract of land described in Clerk's File Number 2016142455 of the Official Records of Fort Bend County (O.R.F.B.C.) and a portion of a called 987.60 acre tract of land described in Clerk's File Number 2015139480 of the O.R.F.B.C.; said 74.38 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the northeast line of a called 529.59 acre tract of land recorded in Clerk's File Numbers 2019139221 and 2020005128 of the O.R.F.B.C. and based on the Texas Coordinate System, South Central Zone):

Commencing at a "PK" nail found for the northeast corner of said 529.59 acre tract, same being on the centerline of FM 762 (80-foot wide) as recorded in Volume 259, Page 264, Volume 270, Page 131 and Volume 270, Page 134 of the Fort Bend County Deed Records;

Thence, with the centerline of said FM 762, South 47 degrees 59 minutes 23 seconds East, a distance of 1,738.97 feet to the **Point of Beginning** of the herein described tract of land;

1. Thence, continuing with said centerline, South 47 degrees 59 minutes 23 seconds East, a distance of 425.52 feet;

Thence, through said 2020.64 acre tract and said 987.60 acre tract, the following three (3) courses:

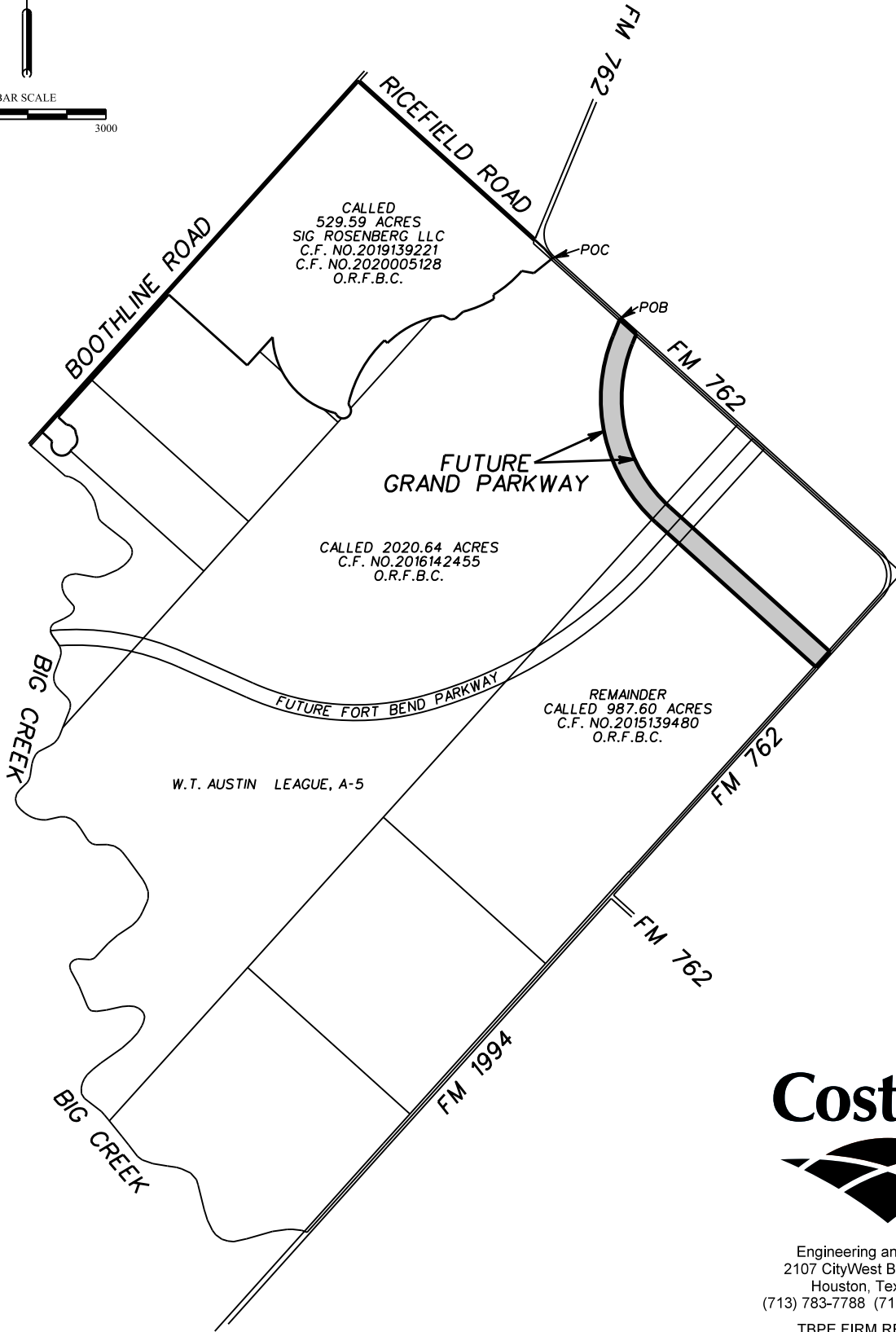
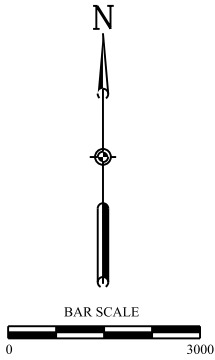
2. South 22 degrees 04 minutes 05 seconds West, a distance of 214.11 feet
3. 3,420.71 feet along the arc of a curve to the left, said curve having a central angle of 69 degrees 59 minutes 50 seconds, a radius of 2,800.00 feet and a chord that bears South 12 degrees 55 minutes 50 seconds East, a distance of 3,211.92 feet;
4. South 47 degrees 55 minutes 45 seconds East, a distance of 4,148.71 feet to the centerline of said FM 762;
5. Thence, with said centerline, South 42 degrees 04 minutes 43 seconds West, a distance of 400.00 feet;

Thence, through said 2020.64 acre tract and said 987.60 acre tract, the following three (3) courses:

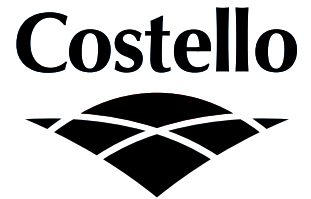
6. North 47 degrees 55 minutes 45 seconds West, a distance of 4,148.66 feet;
7. 3,909.38 feet along the arc of a curve to the right, said curve having a central angle of 69 degrees 59 minutes 50 seconds, a radius of 3,200.00 feet and a chord that bears North 12 degrees 55 minutes 50 seconds West, a distance of 3,670.76 feet;
8. North 22 degrees 04 minutes 05 seconds East, a distance of 359.24 feet to the **Point of Beginning** and containing 74.38 acres of land.

Mark D. Armstrong
09/15/2021





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Engineering and Surveying
 2107 CityWest Blvd., 3rd Floor
 Houston, Texas 77042
 (713) 783-7788 (713) 783-3580, Fax
 TBPE FIRM REG. No. 280
 TBPLS FIRM REG. No. 100486

EXHIBIT G
FORM OF DEED

SPECIAL WARRANTY DEED

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 MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

This instrument is executed and ROSENBERG LAND HOLDINGS COMPANY, LLC, a Texas limited liability company, or its successors or assigns ("Grantor"), whose address is 1401 Woodlands Parkway, Spring, Texas 77380 and Fort Bend County, Texas ("Grantee"), a political subdivision of the State of Texas, whose address is Fort Bend County, Texas, Attention: County Judge, 401 Jackson Street, 4th Floor, Richmond, Texas 77469, in reference to the conveyance of that certain real property located in Fort Bend County, Texas, and depicted and described by metes and bounds in Exhibit 1 and Exhibit 2 attached hereto and incorporated herein (the "ROW"), and in reference to the Fort Bend Parkway Extension and the Grand Parkway Segment "C" intersection ("Interchange") onto said property and onto certain other property, as hereinafter provided. As used herein, the term "Interchange" shall mean the highway and tollway construction project, consisting initially of the extension of Fort Bend Parkway in Fort Bend County, Texas to the Grand Parkway (SH 99), Segment C.

For good and valuable consideration, including the benefits accruing or to accrue to Grantor, by reason of the location and construction of the Improvements (defined below), and the agreements of Grantee set forth in this instrument and in the Road Development Agreement dated _____, between Grantor and Grantee, as same may be amended from time to time (the "Road Development Agreement"), the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations, exceptions, restrictions, covenants and conditions set forth herein, Grantor hereby gives, donates and conveys to Grantee the surface only of the ROW. This instrument has been issued pursuant to the Road Development Agreement, reference to which is here made for all purposes. Terms used but not defined in this instrument which are defined in the Road Development Agreement shall have the same meanings in this instrument as in the Road Development Agreement.

As additional consideration for the conveyance of the ROW, Grantee agrees

EXHIBIT G
FORM OF DEED

that: (i) Grantee shall construct the Interchange in accordance with the improvements, features, specifications and attributes described in this instrument, and the Road Development Agreement, and the documents and instruments executed pursuant thereto, all such improvements being hereinafter collectively called the "Improvements") in, into, upon, over, across, along and under or related to the ROW or other property in the vicinity thereof; (ii) Grantee shall comply with all covenants, restrictions, requirements, terms and conditions set forth in the Road Development Agreement or in any of the instruments or agreements contemplated thereby.

Mineral Reservation:

Grantor further excepts and reserves unto themselves and their successors and assigns all groundwater and all oil, gas and other minerals located in, on, under or that may be produced from the ROW. Grantor, for themselves and their successors and assigns, hereby waive and release all rights of ingress and egress upon the surface of the ROW for the purpose of exploring, developing, mining or drilling for the same; provided, however, Grantor reserves the right, exercisable at any time or from time to time, to conduct operations for exploration and recovery of water and oil, gas and other minerals from beneath the surface of the ROW so long as all surface operations in connection therewith are conducted from a location outside the boundaries of the ROW and otherwise in accordance with all applicable local, county and state rules and regulations, and upon the condition that none of such operations shall be conducted so near the surface of the ROW as to interfere with the intended use thereof or create a hazard to public users thereof (the "Surface Waiver"). Grantee agrees not to contest any claim of ownership of Grantor in and to the groundwater, oil, gas, and other minerals in, on, under, or that may be produced from, the ROW, or any interest therein, nor assert any interest therein which is or may be contrary to any such claim by Grantor.

No Warranty:

Grantor conveys, and Grantee accepts, the ROW in its "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), express or implied, all as more fully provided in the Road Development Agreement.

Restrictive Covenants:

This conveyance is further made by Grantor and accepted by Grantee subject to the following restrictions, covenants, and conditions (collectively, the "Restrictions"):

EXHIBIT G
FORM OF DEED

- (a) the use of the ROW is hereby restricted and limited to right-of-way for a public road (tolled or non-tolled), and for underground public utility lines, and equipment and other utility facilities, subject to the restrictions regarding same which are set forth in this instrument;
- (b) no overhead public utility poles, lines, equipment, or other facilities may be constructed or placed on the ROW, and all public utilities must be installed below ground;
- (c) no railroad tracks (whether commuter, transit, freight, or otherwise), dedicated bus lanes or any other transportation facilities, or other improvements other than standard traffic control devices which may preclude, unreasonably limit, or delay any vehicular or pedestrian traffic on the public roadway, may be constructed on the ROW;
- (d) the use of the ROW is limited by all restrictions and conditions of this instrument;

Grantor, as the owner of the ROW, hereby establishes the Restrictions as covenants, conditions, and restrictions to regulate the development, impacts, appearance, and uses of the ROW and the improvements placed on it (and where applicable, other lands which are part of the Interchange), for the benefit of Grantor and its successors and assigns. Grantor and Grantee stipulate and agree that (1) the Restrictions touch and concern the ROW; (2) privity of estate exists by reason of the ownership by Grantor of the ROW; (3) notice is given by filing this instrument in the real property records of the County in which the ROW is situated; and (4) the Restrictions are reasonable, their purposes being for the benefit of Grantor. The Restrictions run with the land making up the ROW, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor and Grantor's successors and assigns, forever.

Exceptions to Conveyance:

This conveyance is made and accepted subject to: (i) the liens securing payment of ad valorem property taxes for the current and all subsequent years, not yet due and payable, and all "rollback" taxes, interest and penalties, for or relating to periods on or after the Effective Date; (ii) the Reservations; (iii) the Restrictions; (iv) all matters that would be shown by an inspection of the ROW as of the Effective Date, to the extent same shall be in effect and shall affect title to the ROW; (v) all matters filed of record in the Real Property Records of Fort Bend County, Texas as of the Effective Date, to the extent same shall be in effect and shall affect title to the ROW; and (vi) all other matters contemplated by this instrument.

Ad valorem taxes for the current year have not been prorated as of the date hereof between Grantor and Grantee, and Grantee shall be responsible for the payment

EXHIBIT G
FORM OF DEED

of all ad valorem property taxes, if any, which become due and payable on or after the Effective Date of this instrument.

All Exhibits referenced herein are attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the ROW, subject to the Exceptions to Conveyance and other matters stated herein, together with all and singular the rights and appurtenances thereunto in anywise belonging and subject to all of the terms and conditions described herein, unto Grantee, its successors, and assigns, forever. Grantor binds itself and its successors and assigns to warrant and forever defend, all and singular, the above described interests in the ROW, subject to the Exceptions to Conveyance and other matters stated herein, to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

[Signatures Follow]

EXHIBIT G
FORM OF DEED

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of _____, 2021 (the "Effective Date").

FORT BEND COUNTY, TEXAS

By: _____
KP George, County Judge

Pursuant to Resolution/Order No. ____ dated _____, 2021

APPROVED AS TO FORM:

Marcus D. Spencer, First Assistant County Attorney

ATTEST:

By: _____
Laura Richard, County Clerk

THE 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, a political subdivision of the State of Texas, on behalf of said county.

(NOTARY SEAL)

Notary Public, State of Texas

EXHIBIT G
FORM OF DEED

RESPECTFULLY EXECUTED this _____ day of _____, 2021.

**ROSENBERG LAND HOLDINGS
COMPANY LLC**, f/k/a Sig Rosenberg
LLC, a Texas limited liability company,
or its successor or assign

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on the ____ day of _____, 2021, by Daniel Signorelli, President of ROSENBERG LAND HOLDINGS COMPANY LLC, f/k/a Sig Rosenberg LLC, a Texas limited liability company on behalf of said limited liability company, or its successor or assign.

(NOTARY SEAL)

Notary Public, State of Texas

EXHIBIT G
FORM OF DEED

Exhibits to be attached before signing:

- Exhibit 1 - Legal Description of the Fort Bend Parkway ROW
- Exhibit 2 - Legal Description of the Grand Parkway Segment "C" RO