

AGREEMENT BETWEEN FORT BEND COUNTY AND DJH RANCHING LP, CAT HIL FULSHEAR, LLC, AND HINES TEXAS HERITAGE INVESTORS LP

This Agreement is made and entered into by and between Fort Bend County (the "County"), a body corporate and politic under the laws of the State of Texas, by and through its Commissioners Court, and DJH RANCHING LP, a Texas limited partnership ("DJH"), CAT HIL FULSHEAR, LLC, a Texas limited liability company ("CAT HIL") and HINES TEXAS HERITAGE INVESTORS LP, a Delaware limited partnership ("Hines") (DJH, CAT HIL, and Hines are collectively, "Developer"). The County and the Developer are referred to herein collectively as the "Parties" and individually as a "Party."

1. General Scope of the Agreement

- a. The Parties hereby agree to establish a program for economic development in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381, Texas Local Government Code ("Chapter 381"), under which the County has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the County.
- b. The Parties wish to jointly finance and develop certain public works and improvements, including the drainage facilities and park improvements (the "Improvements") pursuant to Chapter 381 and pursuant to Texas Government Code 791.011 ("Section 791.011").
- c. The Parties also wish to jointly finance certain road and related improvements in aid of such road improvements (the "Roadway Improvements" and together with the Improvements, the "Public Improvements") pursuant to Chapter 381; Section 791.011; and Section 791.028, Texas Government Code ("Section 791.028") under which the County and the Developer may contract for the construction and payment of a road project; and pursuant to Chapter 472, Transportation Code ("Chapter 472"), under which the County may pay for the joint construction of public roads.
- d. The Public Improvements shall include all major thoroughfares, collector roads, frontage roads, drainage improvements including detention and land therefore, outfalls, culvert crossings, bridge crossings, land bridges, landscape and parks, interchanges, roundabouts, traffic signalization, sidewalks, share-use paths, and any improvements in aid of the foregoing located within, benefitting or otherwise serving the Service Area.
- e. The Public Improvements, along with the estimated costs, are contained in **Exhibit "A"** attached hereto and incorporated herein by reference.
- f. The Developer intends to construct certain Public Improvements to serve approximately 3,554.7 acres (the "Service Area") with such property described further on **Exhibit "B"**.
- g. The County and the Developer do hereby find and determine that the Public

Improvements and the development of land will bring positive economic impact to the County and the Developer through the timely development and diversification of the economy, the attraction of new businesses, and the retention of growth of tax revenue. The County and the Developer do hereby find and determine that the Public Improvements will provide a public benefit to the County.

- h. The County and the Developer do hereby find and determine that this Agreement, and each and every one of the Public Improvements, promotes economic development in the County and the Developer and, as such, meets the requirements of Chapter 381 and further, is in the best interests of the County and the Developer.

2. **Definitions and Terms**

- a. **"Annual Payment"** means a sum of money payable by the County to the Developer or District equal to 75% of the Tax Increment. The calculation of the Developer Annual Payment will be without regard to any future abatement or rebate (pursuant to an economic development agreement, abatement or otherwise) of any portion of such taxes granted by the County.
- b. **"Base Value"** means the total market value of all real property within the boundaries of the Service Area as of January 1, 2024 (or of the first of the calendar year in which an Increment Zone is established pursuant to Section 4.b below), as established by the Fort Bend County Appraisal District ("FBCAD"), without regard to open space, timber and wildlife, or agricultural special valuations.
- c. **"Bonds"** means the bonds, notes or other evidences of indebtedness issued by the District from time to time for the specific purpose of paying for or reimbursing the Developer for the payment of the Public Improvements Costs (defined in Article 3.B), and are secured by, in part or in full, the Developer Annual Payments and the Revenue Fund, and including any bonds, notes or similar obligations issued to refund such bonds.
- d. **"Captured Appraised Value"** means the total taxable value of all real property taxable by the County and located in the Service Area (or Increment Zone, as defined in Section 4.b below) for that year less the Base Value.
- e. **"Developer"** means DJH RANCHING LP, a Texas limited partnership ("DJH"), CAT HIL FULSHEAR, LLC, a Texas limited liability company ("Cat HIL") and HINES TEXAS HERITAGE INVESTORS LP, a Delaware limited partnership ("Hines"), and their subsidiaries or affiliates, and their successors or assigns.
- f. **"District"** means Fort Bend Municipal Utility District No. 275, or such other conservation and reclamation district created to serve as the "Master District" or regional district to provide the Public Improvements to the Service Area.
- g. **"Interest"** means six percent (6%) of Unreimbursed Amounts expended for the Public Improvement Costs incurred from the Effective Date of this Agreement.

- h. **"Revenue Fund"** means the fund established by the District into which the Developer Annual Payments are deposited together with any interest collected on those deposits.
- i. **"Service Area"** means that area located within and in the vicinity of the Developer's property, as further shown in **Exhibit "B"**.
- j. **"Tax Increment"** means the amount of property taxes levied, assessed and collected by the County for that year on the Captured Appraised Value of real property taxable by Fort Bend County and located in the Service Area.
- k. **"Unreimbursed Amounts"** means the amounts expended by or on behalf of the Developer that qualify as Public Improvements Costs and that have not been reimbursed by the District.

3. **Public Improvements and Public Improvements Costs**

- a. **The Public Improvements.** The Developer intends to finance and construct certain Public Improvements listed in **Exhibit "A"** each of which may be constructed in phases. The Developer, in its sole discretion and in consultation with the County, will determine the timing, phasing and sequencing of the design, construction and financing of the Public Improvements. The Developer is only obligated to construct those Public Improvements to the extent that sufficient funds are available for financing the Public Improvements Costs either from the Annual Payments deposited in the Revenue Fund, from other funds of the District or from proceeds of the Bonds.
- b. **Public Improvements Costs.** "Public Improvements Costs" are defined as the actual costs of the Public Improvements listed in **Exhibit "A"**. The Public Improvements Costs may include the costs of, design, development and construction of the Public Improvements, including (i) all costs of design, engineering, geotechnical, surveying, materials, labor, construction, testing and inspection and other services arising in connection with the design and construction of the Public Improvements; (ii) all payments arising under any contracts entered into for the design or construction of the Public Improvements; and (iii) all costs incurred in connection with obtaining governmental approvals, certificates and permits required in connection with the construction of the Public Improvements, including the engineering and other fees and expenses related to the design and construction of the Public Improvements. Public Improvements Costs also includes the reimbursement to the Developer for the Public Improvements Costs described above advanced to or on behalf of the Developer, provided that the Developer has entered into an agreement for repayment of all funds advanced on its behalf, together with interest on the funds so expended and advanced.

Public Improvements Costs will be based on actual costs to the Developer. However, the County and the District are each a political subdivision under the laws of the State of Texas and may claim exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County is neither liable for any

personal property taxes, charges, or fees assessed against the District or the Developer nor obligated to reimburse District or the Developer for any taxes, charges, or fees assessed against District or developer for the supplies or materials provided or any services rendered.

4. Annual Payments

- a. **Annual Payments.** Subject to Section 4(b) below, the County agrees to pay the Annual Payment to the District commencing with the tax year ending December 31, 2025 and continuing each year until this Agreement has been terminated in accordance with Article 7, unless the County and the District duly authorize an agreement in writing to continue the Annual Payment after such termination. The County agrees to pay the Annual Payment to the District, from the proceeds of the Annual Payment, commencing with the tax year ending December 31, 2024, and continuing each year through the earlier of i) the tax year ending December 31, 2055, including tax collections received in 2056 for the tax year 2055, or ii) when all of the Public Improvements are completed and all of the Public Improvement Costs plus Interest (including debt service costs thereon) have been paid by the District to the Developer. The County will pay to the District the Annual Payment, plus any portion of the prior years' Annual Payments not previously paid to the District, once each year by May 31st. The County has no duty or obligation to pay the Annual Payment until the County collects an amount of ad valorem taxes equal to such payment. If an amount of County ad valorem taxes used to calculate the amount Annual Payment are paid to the District and subsequently refunded to taxpayer, pursuant to the provisions of the Texas Tax Code, then an equal sum shall be offset against future Annual Payments, as applicable, on a prorated basis. No interest or penalties shall be charged to the County for any late payments from the County to the District, regardless of any statutory provision that may permit assessment of late payment penalties. The County is unconditionally obligated to pay the Annual Payment, except in the event of an overpayment in a previous year, in which case the District may deduct the amount of the overpayment as an offset against the current payment. The County is not obligated to make any payment to the District in an amount in excess of the Annual Payment except in the amount of an underpayment in a prior year. If any funds remain in the possession of the District at the termination of this Agreement or after all of the Public Improvements have been completed and all of the Public Improvement Costs and Interest have been paid, the District shall reimburse all such remaining amounts to the County within 135 days.
- b. **Phasing of Annual Payments- Increment Zones.** Should the District elect to delay the commencement of the Annual Payments for different phases of development (e.g., per 500 acres within the Service Area, per the District's developer's takedowns of land within the Service Area, etc., the "Increment Zones"), the Annual Payments shall commence upon the designation of each Increment Zone, subject to the same duration (30 years) and conditions of Section 4(a) above. Prior to designating any Increment Zone, the District shall provide at least sixty (60) days written notice to the County to coordinate implementation of this Agreement as to the applicable Increment Zone. The District shall be entitled

to establish not more than four (4) Increment Zones.

- c. **County Audit Rights.** The County shall have the right to audit the books and records of the Revenue Fund and the District upon thirty (30) days written notice to the District. At the discretion of the County, any such audit shall be performed by the County or by outside firms at County expense. The District's cooperation shall include, but not be limited to, access to all District books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to the Public Improvements Costs. Each year the District shall furnish complete copies of the audited financial statements of the District, including auditor's opinion and footnotes, to the County within 135 days of the District's fiscal year end.
- d. **Review.** The County (on its behalf and on behalf of the District) agrees to maintain adequate records and documentation supporting its calculation of the Annual Payments, and the District and its duly authorized representatives have the right, upon reasonable notice, to review such records at any reasonable time. The County and the District agree to negotiate in good faith to resolve any disputes regarding the District and Annual Payments.

5. **Use of Annual Payment and Bonds**

- a. **The Revenue Fund.** The District will deposit the proceeds of the Annual Payment into the Revenue Fund, which fund must be accounted for independently from other funds of the District. The Revenue Fund may be invested or reinvested, from time to time, as provided in the investment policy of the District and in the manner provided by and in accord with applicable law and regulations. Interest collected on the Revenue Fund balances will be retained in the Revenue Fund and utilized by the District only as permitted under this Agreement.
- b. **The Bonds.** The District has the authority to issue, sell and deliver Bonds from time to time, secured by the Annual Payment and the Revenue Fund, as deemed necessary and appropriate by the Board of Directors of the District, subject to the terms of this Agreement, in such forms and manner and as permitted or provided by federal law, the general laws of the State of Texas. The District may pledge and assign all or part of the Annual Payment and the Revenue Fund to:
 - i. the owners and holders of the Bonds;
 - ii. lenders of money to the District;
 - iii. a developer pursuant to a development financing agreement with the District; and
 - iv. economic development grants stimulate business and commercial activity within the Service Area.

This Agreement may not be construed as a limitation on the District's right to issue other forms of indebtedness as allowed by applicable law and regulation.

- c. **Use of the Annual Payments and Revenue Fund.** The Revenue Fund may be used only to fund the Public Improvements Costs, to reimburse the District for

Public Improvement Costs expenditures, or towards the payment of interest and debt service on the Bonds issued to finance Public Improvement Costs; provided however, the County shall not be required to pay (i) any interest on the Bonds, or (ii) any other interest on the Public Improvement Costs or any part thereof. Notwithstanding the foregoing, the District may utilize the Revenue Fund to stimulate business and commercial activity pursuant to Chapter 381 of the Texas Local Government Code, and may, after considering the impact on the completion of the Public Improvements, prioritize such economic development payments before reimbursing the Public Improvements Costs with the agreement of the Developer to subordinate payments or partially subordinate payments that have a payment priority.

- d. **Annual Report.** During the term of this Agreement, the District agrees to provide to the County, on an annual basis within 135 days of the District's fiscal year end, a copy of the District's annual fiscal audit and an annual report on the following information:
- i. The amount and source of revenue in the Revenue Fund;
 - ii. The amount and purposes of the expenditures from the Revenue Fund or from proceeds of the Bonds during the prior fiscal year;
 - iii. The amount of principal and interest due on outstanding Bonds;
 - iv. The amount of Public Improvements Costs paid by the District or advanced by the Developer during the prior fiscal year and the date of such payment or advance;
 - v. A schedule of Interest that has accrued on funds expended by the District or the Developer for Public Improvements Costs minus any prior Annual Payments, considering that the Annual Payments are applied first to Interest and second to Public Improvements Costs; and
 - vi. Any final report of the District's auditor relating to amounts owed by the District as reimbursement to the Developer for Public Improvements Costs that were received and approved by the District's Board of Directors during the prior fiscal year, which report will be determinative of the calculation of Public Improvement Costs for any amounts advanced by the Developer.
- e. **Bonds as Obligation of the District.** The Bonds are obligations solely of the District and not obligations or indebtedness of the County; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Revenue Fund or any Annual Payments, which may be made by the District as provided herein, to the payment of the principal of or interest on the Bonds or other contractual obligations of the District for the Public Improvements;
- f. **Obligations of the County and District to be Absolute.** The obligation of the County to make payments of the Annual Payment is absolute and unconditional, and until such time as this Agreement has been terminated as provided by Article 8, the County will not suspend or discontinue the Annual Payment and will not

terminate this Agreement without cause. Should the County determine the District is in default on the Agreement, the procedures in Article 8 shall be followed prior to the determination of whether the Agreement may be terminated. t. Nothing contained in this paragraph may be construed to release the District from performance of any portion of the Agreement. In the event the District fails to perform any portion of the Agreement, the County may institute such action against the District as the County may deem necessary to compel performance so long as this action does not abrogate the obligations of the County to make payments of the Annual Payments set forth in this Agreement.

6. County Tax Increment Reinvestment Zone

Should the County, pursuant to Chapter 311 of the Texas Tax Code, designate a Tax Increment Reinvestment Zone ("TIRZ") over any portion of the Service Area, this Agreement shall automatically terminate as to that portion of the Service Area upon the designation and implementation of such TIRZ. The County and the District agree to use commercially reasonable efforts to prepare a Project Plan and Plan of Finance for any TIRZ overlaying any portion of the Service Area and shall enter into an agreement whereby the District will administer the TIRZ's Project Plan and Plan of Finance on the County's behalf. With regards to the implementation and financing of the Public Improvements as described in this Agreement, the County shall utilize the TIRZ to accomplish the same purpose. The County agrees that the portion of tax increment received by the TIRZ and allocated to the District may be utilized for the same purposes as the Annual Payments.

7. Time for Performance; Termination, Default and Remedy

- a. **Term.** This Agreement will be in full force and effect through the tax year ending December 31, 2055, unless this Agreement is terminated earlier, provided that the County's obligation to pay the Annual Payment, for the tax years ending December 31, 2055, and prior will continue to extend through December 31, 2056, as the County collects its tax revenues for real property within the District. Notwithstanding the foregoing, this Agreement's Term shall be in full force and effect through the duration of any Increment Zone.
- b. **Termination.** In the event the ~~THP-Public~~ Improvements have been completed, and all costs incurred by the District and/or Developer associated therewith have been reimbursed, this Agreement shall hereby automatically terminate.
- c. **Time is of the Essence.** Time is of the essence in the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation, including, without limitation, subject to the District's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the District's timely procurement of all entitlements required for the Public Improvements.
- d. **Payment Default.** The County and District each agrees that its failure to pay the Annual Payment, when due is an event of default (a "Payment Default") and that

the District is entitled to any and all of the remedies available in paragraph E below or otherwise at law or equity.

- e. **General Events of Default.** A Party will be deemed in default under this Agreement (which will be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its material commitments, covenants, agreements or obligations hereunder or if any of its representations contained in this Agreement are false.

Before the failure of any Party to perform its obligations under this Agreement, except a Payment Default, is deemed to be a breach of this Agreement, the Party claiming such failure must notify, in writing, the Party alleged to have failed to perform of the alleged failure and demand performance. No breach of this Agreement, except a Payment Default, may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within forty-five (45) days of the receipt by the defaulting Party of such notice.

Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, maybe awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement will constitute an election of remedies; and all remedies set forth in this Agreement will be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties has the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (except for a Payment Default) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, pandemic, epidemic, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes], labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

In addition to any other right or remedy available to the Parties under this Agreement, in the event of a default or a breach by any Party under this Agreement which continues for 30 days after written notice to the Party alleged to have defaulted or breached and the failure of the Party alleged to have defaulted or breached to cure or diligently proceed to cure such breach to the complaining Party's reasonable satisfaction, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.

8. Applicable Law and Venue

- a. The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement.
- b. This Agreement is governed by the laws of the State of Texas.
- c. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- d. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Richmond, Fort Bend County, Texas.

9. No Personal Liability; Limited Waiver of Immunity

- a. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County or the District.
- b. The Parties agree that no provision of this Agreement extends the County's or the District's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. The County agrees that this Agreement shall constitute a contract for providing goods and services to the County, subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code. Further, to the extent allowed by law, the County waives its rights to sovereign immunity as to an action in equity by Developer and/or the District for a writ of mandamus or specific performance to enforce all the terms of this Agreement. The County does not waive its rights to sovereign immunity for any other actions permitted by law.
- c. Neither the execution of this Agreement nor any other conduct of any Party relating to this Agreement shall be considered a waiver by the County, the District or the District of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- d. Neither the County nor the District agrees to binding arbitration, nor does any Party waive its right to a jury trial.

10. Contract Construction

- a. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement.
- b. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- c. When terms are used in the singular or plural, the meaning shall apply to both.

- d. When either the male or female gender is used, the meaning shall apply to both.

11. Waiver of Breach

- a. Waiver by any Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.
- b. In order for a waiver of a right or power to be effective, it must be in writing and signed by the waiving Party.

12. Successors and Assigns

- a. The County and the District bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Notwithstanding the foregoing, the District may assign its rights under this Agreement, upon written notice to the County, to (i) a municipal management district created for the purpose of providing services to the Service Area without the prior written consent of the County or the District; and/or (ii) a corporation created to aid, assist and act on behalf of the District without the prior written consent of the County or the District.
- b. Except as provided in Article 5.A. and other provisions of this Agreement, neither the County nor the District shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other. As a condition for giving consent, the County or the District may require that any assignee of the District agree to comply with all competitive bidding requirements contained in any procurement or purchasing statute to which the District is subject.

13. Survival of Terms

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification and copyright provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

14. Entire Agreement; Modifications

- a. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- b. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

15. Texas Public Information Act

- a. The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the

"Act"). Each Party expressly understands and agrees that any other Party shall release any and all information necessary to comply with Texas law without the prior written consent of the other Party.

- b. It is expressly understood and agreed that the County and the District and their respective officers and employees, may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County or the District whether or not the same are available to the public. It is further understood that each Party, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that each Party, its officers, and employees shall have no liability or obligations to other Party for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County or the District in reliance on any advice, decision or opinion of the Attorney General.
- c. In the event a Party receives a written request for information pursuant to the Act that affects the other Party's rights, title to, or interest in any information or data or a part thereof, furnished to one Party by the other under this Agreement, then such Party will promptly notify the other of such request. The other Party may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Such Party is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Such Party is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- d. Electronic Mail Addresses. District affirmatively consents to the disclosure of its email addresses that are provided to the County or the District, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by District and agents acting on behalf of District and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

16. Notice

- a. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to a Party at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) Business Days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To District: Fort Bend County Municipal Utility District No. 275
c/o Muller Law Group, PLLC

202 Century Square Boulevard
Sugar Land, Texas 77478

To County Fort Bend County
 301 Jackson Street
 Richmond, Texas 77469
 Attention: County Judge

With a copy to: Fort Bend County Attorney's Office
 401 Jackson Street, 3rd Floor
 Richmond, Texas 77469
 Attention: County Attorney

- b. Any Party may designate a different address by giving the other Party ten (10) calendar days' written notice.

17. Severability

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

18. State Law Requirements for Contracts with Governmental Entities

The contents of this Section are required by Texas law and are included by the County regardless of content. For purposes of such, Developer verifies, represents, warrants, and agrees as follows:

Chapter 2271 – Anti-Boycott of Israel Verification. Developer is not a Company that boycotts Israel and will not boycott Israel so long as the Agreement remains in effect. The terms “boycotts Israel” and “boycott Israel” have the meaning assigned to the term “boycott Israel” in Section 808.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, but does not mean a sole proprietorship.

Chapter 2252 – Anti-Terrorism Verification. At the time of this Agreement, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other entity or business association whose securities are publicly traded,

including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

Chapter 2276 – Anti-Boycott of Energy Companies Verification. Developer is not a Company that boycotts energy companies and will not boycott energy companies so long as the Agreement remains in effect. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

Chapter 2274 – Anti-Discrimination of Firearm Entity or Firearm Trade Association Verification. Developer is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association so long as the Agreement remains in effect. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

Chapter 2275 – Lone Star Infrastructure Protection Act Verification. If under this Agreement, Developer is granted direct or remote access to or control of critical infrastructure, excluding access specifically allowed for product warranty and support purposes, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or any designated country; or (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103, Texas Government Code. The term “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Liability for breach of any verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

19. Effective Date

The Effective Date of this Agreement will be the date the Agreement is approved by the Fort Bend County Commissioners Court, as shown on the signature page attached hereto.

20. Execution

Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[EXECUTION PAGE FOLLOWS.]

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the County and the District.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date of Execution: _____, 2024

DEVELOPER

DJH RANCHING LP, a Texas limited partnership

By: DJH Ranching GP LLC, a Texas limited liability company, its General Partner

By: _____
Edwin H. Knight, Jr., Manager

Date of Execution: _____, 2024

CAT HIL FULSHEAR, LLC,
a Texas limited liability company

By: _____
Marshall T. White, Vice President

Date of Execution: _____, 2024

HINES TEXAS HERITAGE INVESTORS LP,
a Delaware limited partnership

By: Texas Heritage GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Texas Heritage Associates LP,
a Delaware limited partnership,
its sole member

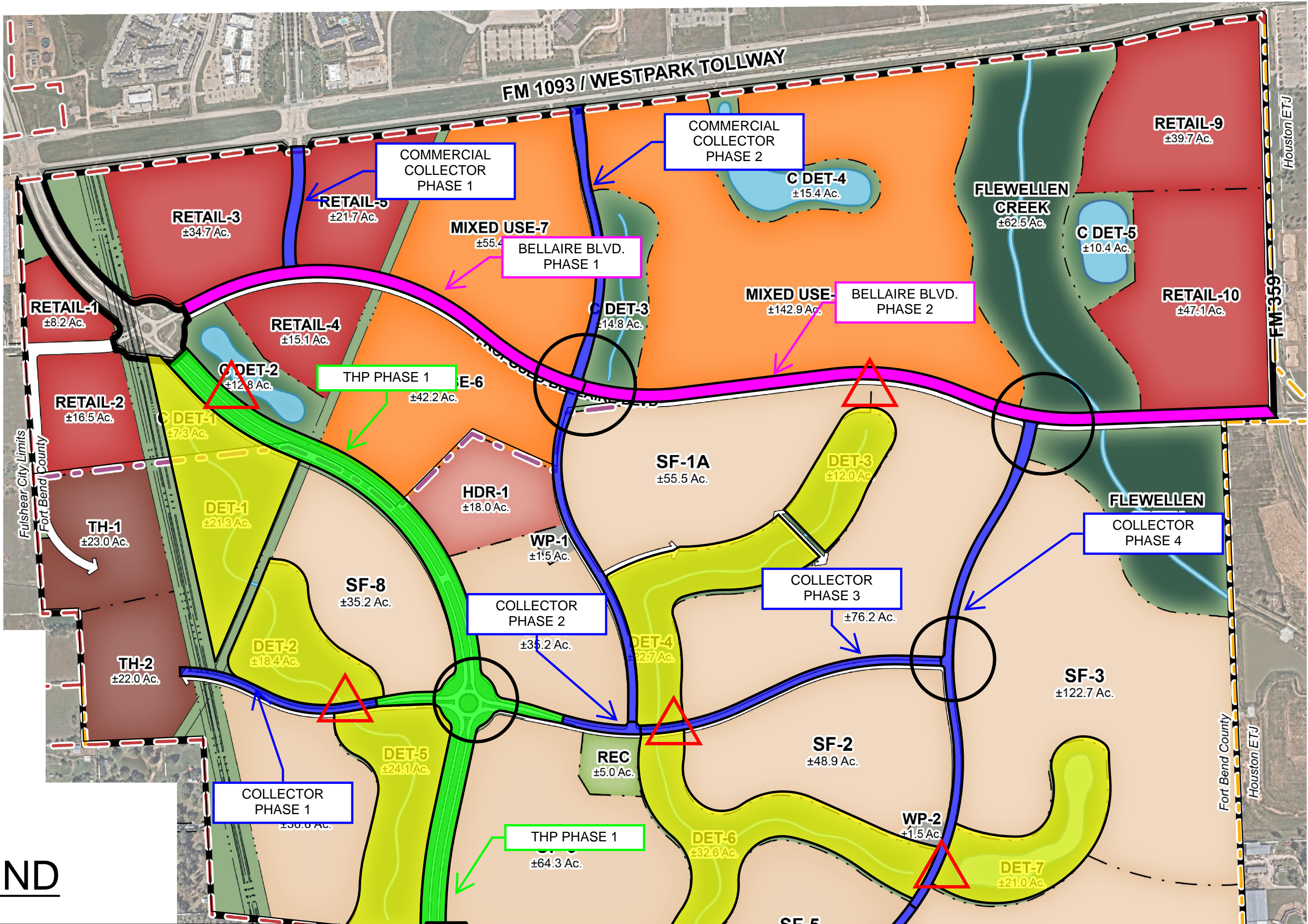
By: Hines Interests Limited Partnership,
a Delaware limited partnership,
its general partner

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2024

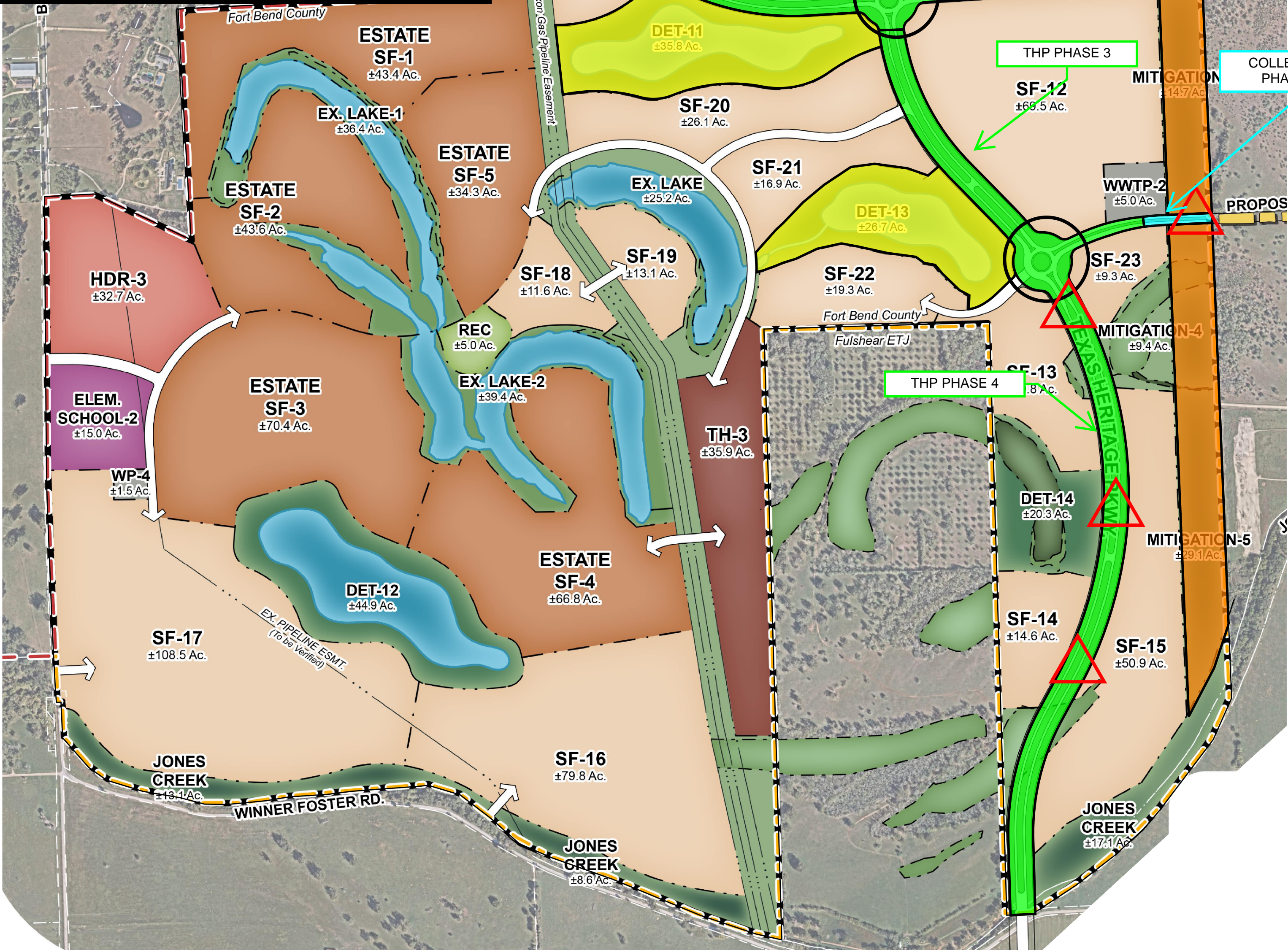
EXHIBIT A

Public Improvements, along with the estimated costs



LEGEND

- TEXAS HERITAGE PKWY 200-FT ROW
- BELLAIRE BLVD. 100-FT ROW
- MAJOR THOROUGHFARE 100-FT ROW
- MAJOR COLLECTOR 70-FT ROW
- MAJOR COLLECTOR 80-FT ROW
- MITIGATION
- DETENTION
- INTERSECTION/ROUNDBOUT
- CULVERT CROSSING
- BRIDGE CROSSING



FULSHEAR RANCH
FBC DA EXHIBIT

EXHIBIT A
ESTIMATED PROJECT COST
+/- 3,554.7 ACRE TRACT WITHIN FORT BEND COUNTY

Road & Drainage Items	Construction Estimate	Engineering & Testing (18%)	Landscaping	Total
Texas Heritage Pkwy Phase 1	\$10,044,000	\$1,807,920.00	\$5,952,000	\$ 17,803,920.00
Texas Heritage Pkwy Phase 2	\$13,491,900	\$2,428,542.00	\$7,995,200	\$ 23,915,642.00
Texas Heritage Pkwy Phase 3	\$12,031,200	\$2,165,616.00	\$7,129,600	\$ 21,326,416.00
Bellaire Blvd Phase 1	\$4,387,500	\$789,750.00	\$2,808,000	\$ 7,985,250.00
Bellaire Blvd Phase 2	\$7,036,250	\$1,266,525.00	\$4,503,200	\$ 12,805,975.00
Major Thoroughfare	\$2,610,000	\$469,800.00	\$1,670,400	\$ 4,750,200.00
Collector Phase 1	\$1,807,300	\$325,314.00	\$1,314,400	\$ 3,447,014.00
Collector Phase 2	\$698,500	\$125,730.00	\$508,000	\$ 1,332,230.00
Collector Phase 2A	\$3,106,400	\$559,152.00	\$2,259,200	\$ 5,924,752.00
Collector Phase 3	\$2,775,300	\$499,554.00	\$2,018,400	\$ 5,293,254.00
Collector Phase 4	\$4,544,100	\$817,938.00	\$3,304,800	\$ 8,666,838.00
Collector Phase 5	\$1,469,600	\$264,528.00	\$1,068,800	\$ 2,802,928.00
Collector Phase 6	\$2,997,500	\$539,550.00	\$2,180,000	\$ 5,717,050.00
Collector Phase 7	\$3,063,500	\$551,430.00	\$2,228,000	\$ 5,842,930.00
Collector Phase 8	\$1,830,400	\$329,472.00	\$1,331,200	\$ 3,491,072.00
Collector Phase 9	\$605,000	\$108,900.00	\$440,000	\$ 1,153,900.00
Commercial Collector Phase 1	\$1,075,800	\$193,644.00	\$782,400	\$ 2,051,844.00
Commercial Collector Phase 2	\$2,468,400	\$444,312.00	\$1,795,200	\$ 4,707,912.00
Sub-Total Roads & Drainage	\$76,042,650	\$13,687,677.00	\$49,288,800	\$ 139,019,127.00

EXHIBIT A
ESTIMATED PROJECT COST
+/- 3,554.7 ACRE TRACT WITHIN FORT BEND COUNTY



Detention Items	Construction Estimate	Engineering & Testing (18%)	Landscaping	Total
C-Det 2	\$1,317,856	\$237,214	\$704,000	\$ 2,259,070.08
C-Det 3	\$1,740,696	\$313,325	\$814,000	\$ 2,868,021.28
C-Det 4	\$1,410,520	\$253,894	\$847,000	\$ 2,511,413.60
C-Det 5	\$1,394,480	\$251,006	\$572,000	\$ 2,217,486.40
C-Det 1 & Detention Pond 1	\$2,839,152	\$511,047	\$1,573,000	\$ 4,923,199.36
Detention Pond 2	\$2,308,784	\$415,581	\$1,012,000	\$ 3,736,365.12
Detention Pond 3	\$1,283,680	\$231,062	\$660,000	\$ 2,174,742.40
Detention Pond 4	\$2,750,760	\$495,137	\$1,248,500	\$ 4,494,396.80
Detention Pond 5	\$2,209,680	\$397,742	\$1,325,500	\$ 3,932,922.40
Detention Pond 6	\$3,005,216	\$540,939	\$1,793,000	\$ 5,339,154.88
Detention Pond 7	\$2,429,312	\$437,276	\$1,155,000	\$ 4,021,588.16
Detention Pond 9	\$960,968	\$172,974	\$715,000	\$ 1,848,942.24
Detention Pond 10	\$2,119,744	\$381,554	\$1,545,500	\$ 4,046,797.92
Detention Pond 11	\$4,121,024	\$741,784	\$1,969,000	\$ 6,831,808.32
Detention Pond 12	\$5,267,512	\$948,152	\$1,468,500	\$ 7,684,164.16
Detention Pond 13	\$2,448,424	\$440,716	\$2,469,500	\$ 5,358,640.32
Flewellen Creek Mitigation	\$8,385,461	\$1,509,383	\$5,456,000	\$ 15,350,844.37
Mitigation Basin 1	\$27,213,707	\$4,898,467	\$10,576,500	\$ 42,688,673.87
Mitigation Basin 2	\$5,215,584	\$938,805	\$2,051,500	\$ 8,205,889.12
Mitigation Basin 3	\$2,201,877	\$396,338	\$907,500	\$ 3,505,715.25
Mitigation Basin 4	\$1,458,195	\$262,475	\$517,000	\$ 2,237,670.34
Mitigation Conveyance Channel	\$3,537,717	\$636,789	\$2,816,000	\$ 6,990,506.45
Sub-Total Detention	\$85,620,350	\$15,411,663	\$42,196,000	\$143,228,013

EXHIBIT A
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Miscellaneous Items	Construction Estimate	Engineering & Testing (18%)	Landscaping	Total
Intersection/Roundabout (9 @ \$2MM)	\$18,000,000	\$3,240,000	\$1,000,000	\$22,240,000
TxDOT Tie-In (2 @ \$2MM)	\$4,000,000	\$720,000	\$500,000	\$5,220,000
Bridge Crossings (2 @ \$4MM)	\$8,000,000	\$1,440,000		\$9,440,000
Culvert Crossings (14 @ \$1.3MM)	\$18,200,000	\$3,276,000		\$21,476,000
Outfall to Prairie Creek (2 @ \$1MM)	\$1,000,000	\$180,000		\$1,180,000
Outfall to Jones Creek (2 @ \$1MM)	\$2,000,000	\$360,000		\$2,360,000
Sub-Total Miscellaneous	\$51,200,000	\$9,216,000	\$1,500,000	\$61,916,000
Total	\$212,863,000	\$38,315,340	\$92,984,800	\$344,163,140

EXHIBIT B
SERVICE AREA

FORT BEND COUNTY
FM 1093/WESTPARK
TOLLWAY EXPANSION

F.M. 359 & F.M. 1093
(120' R.O.W.)

FORT BEND COUNTY
TOLL ROAD AUTHORITY



F.M. 359
(80' R.O.W.)

3,554.72 ACRES

WINNER FOSTER ROAD

NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN
RELATION TO THE TRACT(S) SHOWN HEREON AND IS
NOT A BOUNDARY SURVEY NOR SHALL IT BE
CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.



BGE, Inc.
1450 Lake Robbins Drive, Suite 310, The Woodlands, TX 77380
Tel: 281-210-5570 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

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MAP OF
3,554.72 ACRE TRACT
OF LAND SITUATED IN
FORT BEND COUNTY, TEXAS

Scale: 1" = 3000'	Job No.: 10411-00	Date: 08/28/2023	Drawing: 1 OF 1
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FULSHEAR RANCH
3,554.72 ACRES

EXHIBIT B

AUGUST 28, 2023
JOB NO. 10411-00

DESCRIPTION OF A 3,554.72 ACRE TRACT OF LAND SITUATED
IN THE MORRIS & CUMMINGS SURVEY, ABSTRACT NO. 294,
THE J. FOSTER SURVEY, ABSTRACT NO. 26,
THE E. LATHAM SURVEY, ABSTRACT NO. 50,
THE RANDON & PENNINGTON SURVEY, ABSTRACT NO. 75,
THE J.C. McDONALD SURVEY, ABSTRACT NO. 290
AND THE R.H. KUYKENDALL SURVEY, ABSTRACT NO. 274
FORT BEND COUNTY, TEXAS

BEING a 3,554.72 acre (154,843,741 square feet) tract of land situated in the Morris & Cummings Survey, Abstract No. 294, the J. Foster Survey, Abstract No. 26, the E. Latham Survey, Abstract No. 50 the Randon & Pennington Survey, Abstract No. 75, the J.C. McDonald Survey, Abstract No. 290 and the R.H. Kuykendall Survey, Abstract No. 274, all of Fort Bend County, Texas and being out of the remainder of a called 186.29 acre tract of land as described in an instrument to Dan Harrison Jr., recorded under Volume 302, Page 126 of the Fort Bend County Deed Records (F.B.C.D.R.) and as described in an instrument to DJH RANCHING LP and CAT HIL FULSHEAR, LLC, recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2017112484, being a portion of the remainder of a called 292.6 acre tract and an 85.8 acre tract as described in an instrument to Dan J. Harrison Jr., recorded under Vol. 340, pg. 285 of the F.B.C.D.R. and as described in an instrument to DJH RANCHING LP and CAT HIL FULSHEAR, LLC, recorded under F.B.C.C.F. No. 2017112484, being out of the tracts of land as described in an instrument to DJH RANCHING LP and CAT HIL FULSHEAR, LLC, recorded under Fort Bend County Clerk's File Number F.B.C.C.F. No. 2017112484, all of a called 23.675 acre tract (Tract 1) and a portion of a called 48.787 acre tract (Tract 2) as described in an instrument to Dan J. Harrison, Jr., recorded under Volume (Vol.) 405, Page (Pg.) 239 of the Fort Bend County Deed Records F.B.C.D.R., all of a called 64.675 acre tract as described in an instrument to Dan J. Harrison, Jr., recorded under Vol. 422, Pg. 467 of the F.B.C.D.R., all of a called 10 acre tract as described in an instrument to Dan J. Harrison, Jr., recorded under Vol. 338, Pg. 411 of the F.B.C.D.R., all of a called 120 acre tract as described in an instrument to Dan J. Harrison, Jr., recorded under Vol. 337, Pg. 168 of the F.B.C.D.R., all of a called 161.478 acre tract as described in an instrument to Dan J. Harrison, Jr., recorded under Vol. 422, Pg. 483 of the F.B.C.D.R., all of a called 1.808 acre tract as described in an instrument to Dan J. Harrison, Jr., recorded under Vol. 422, Pg. 481 of the F.B.C.D.R., all of the remainder of a called 367.199 acre tract as described in an instrument to Dan J. Harrison, Jr., recorded under Vol. 422, Pg. 474 of the F.B.C.D.R., a portion of a called 1,005.19 acre tract as described in an instrument to Dan J. Harrison, Jr., recorded under Vol. 302, Pg. 126 of the F.B.C.D.R., all of a called 314 acre tract (Tract 1) and a called 19 acre tract (Tract 2) as described in an instrument to Dan J. Harrison, Jr., recorded under Vol. 465, Pg. 585 of the F.B.C.D.R., all of a called 162.5 acre tract as described in an instrument to Dan J. Harrison, Jr., recorded under Vol. 337, Pg. 168 of the F.B.C.D.R., all of a called 360.68 acre tract as described in an instrument to Dan J. Harrison, Jr., recorded under Vol. 465, Pg. 516 of the F.B.C.D.R. all of a called 339.6 acre tract as described in an instrument to Dan J. Harrison, Jr., recorded under Vol. 349, Pg. 524 of the F.B.C.D.R., and all of that portion of McKinnon Road (abandoned per Volume 3, Page 598 of the County Commissioner's Minutes of Fort Bend County), said 3,554.72 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 line of said Abstract No. 26 as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description:

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BEGINNING at a 3/4-inch iron rod with cap stamped "BGE INC" set for the Northeast corner of the remainder of a called 3.01 acre tract as described in an instrument to Prototype Machine Co. Inc., recorded under F.B.C.C.F. No. 2008112545 and the Northwest corner of the herein described tract, same being the Northwest corner of the remainder of a said 186.29 acre tract, lying on the southwest corner cut-back of F.M. 1093/F.M. 359/Westpark Tollway Expansion (width varies) and Texas Heritage Parkway (width varies) as recorded under F.B.C.C.F. No. 2020140473;

THENCE, S 62°00'34" E, a distance of 1.00 feet, along and with said cut-back to a 5/8-inch iron rod with cap stamped "Weisser Eng." found for the end of said cut-back, a Northeasterly corner of the herein described tract and the Westerly Southwest corner of a called 22.081 acre tract as described in an instrument to Fort Bend County, recorded under F.B.C.C.F. No. 2017139150;

THENCE, S 17°00'34" E, along and with the west line of said 22.081 acre tract, at a distance of 19.68 feet passing a 5/8-inch iron rod with cap stamped "Weisser Eng." found for the Southerly Southwest corner of said 22.081 acre tract and the Northwest terminus of said Texas Heritage Parkway and continuing along the westerly right-of-way line of said Texas Heritage Parkway for a total distance of 49.85 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the beginning of a tangent curve to the left;

THENCE, along and with the westerly right-of-way lines of said Texas Heritage Parkway, the following courses and distances:

In a southeasterly direction, along said curve to the left, an arc distance of 1,275.07 feet, having a radius of 2,100.00 feet, a central angle of 34°47'19" and chord which bears S 34°24'13" E, 1,255.57 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of tangency;

S 51°47'53" E, a distance of 91.27 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a tangent curve to the right, from which its center bears S 38°12'07" W, 75.00 feet;

In a southwesterly direction, along said curve to the right, an arc distance of 170.39 feet, having a radius of 75.00 feet, a central angle of 130°10'18" and chord which bears S 13°17'17" W, 136.04 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

S 14°44'26" E, a distance of 100.14 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a non-tangent curve to the right, from which its center bears S 11°47'58" E, 75.00 feet;

In a southeasterly direction, along said curve to the right, an arc distance of 83.52 feet, having a radius of 75.00 feet, a central angle of 63°48'25" and chord which bears S 69°53'45" E, 79.27 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of a tangent reverse curve to the left;

In a southeasterly direction, along said curve to the left, an arc distance of 39.84 feet, having a radius of 270.00 feet, a central angle of 8°27'19" and chord which bears S 42°13'13" E, 39.81 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the most Southwest corner of said

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Texas Heritage Parkway, lying on the south line of said 186.29 acre tract, same being the north line of said abandoned portion of McKinnon Road;

THENCE, S 83°15'39" E, a distance of 368.14 feet with the South line of said Texas Heritage Parkway to a 3/4-inch iron rod with cap stamped "BGE INC" set;

THENCE, along and with the Easterly right-of-way lines, of said Texas Heritage Parkway, the following courses and distances:

N 47°15'04" E, a distance of 132.83 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the beginning of a non-tangent curve to the right;

In a northwesterly direction, along said curve to the right, an arc distance of 78.76 feet, having a radius of 75.00 feet, a central angle of 60°09'56" and chord which bears N 13°48'02" W, 75.19 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the point of a tangent reverse curve to the left;

In a northeasterly direction, along said curve to the left, an arc distance of 113.85 feet, having a radius of 270.00 feet, a central angle of 24°09'38" and chord which bears N 4°12'07" E, 113.01 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of a tangent reverse curve to the right;

In a northeasterly direction, along said curve to the right, an arc distance of 87.71 feet, having a radius of 75.00 feet, a central angle of 67°00'13" and chord which bears N 25°37'25" E, 82.79 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

N 26°41'35" W, a distance of 100.25 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a non-tangent curve to the right;

In a northwesterly direction, along said curve to the right, an arc distance of 91.97 feet, having a radius of 75.00 feet, a central angle of 70°15'38" and chord which bears N 85°30'42" W, 86.32 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of a tangent reverse curve to the left;

In a northwesterly direction, along said curve to the left, an arc distance of 289.96 feet, having a radius of 270.00 feet, a central angle of 61°31'52" and chord which bears N 81°08'50" W, 276.22 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of a tangent reverse curve to the right;

In a northwesterly direction, along said curve to the right, an arc distance of 78.69 feet, having a radius of 75.00 feet, a central angle of 60°06'53" and chord which bears N 81°51'19" W, 75.13 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of tangency;

N 51°47'53" W, a distance of 69.15 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a tangent curve to the right;

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In a northwesterly direction, along said curve to the right, an arc distance of 1,148.58 feet, having a radius of 1,900.00 feet, a central angle of $34^{\circ}38'11''$ and chord which bears $N 34^{\circ}28'47'' W$, 1,131.17 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a cut-back of the Southeast intersection of said Texas Heritage Parkway and said F.M. 1093/F.M. 359/ Westpark Tollway Expansion;

$N 27^{\circ}59'26'' E$, a distance of 38.35 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for a Northwesterly corner of the herein described tract, lying on the South right-of-way line of said F.M. 1093/F.M. 359/ Westpark Tollway Expansion;

THENCE, along and with the South right-of-way lines of said F.M. 1093/F.M. 359/ Westpark Tollway Expansion and the north lines of the remainder of said 186.29 acre tract, said 292.6 acre tract and said 85.8 acre tract, the following courses and distances:

$N 82^{\circ}59'56'' E$, a distance of 1,926.09 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

$S 49^{\circ}51'51'' E$, a distance of 47.62 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

$S 02^{\circ}43'38'' E$, a distance of 11.19 feet to a 5/8-inch iron rod found for corner;

$N 87^{\circ}16'22'' E$, a distance of 176.00 feet to a 5/8-inch iron rod found for corner;

$N 02^{\circ}43'38'' W$, a distance of 24.34 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

$N 40^{\circ}08'09'' E$, a distance of 51.31 feet to a 5/8-inch iron rod found for corner;

$N 82^{\circ}59'56'' E$, a distance of 6,256.72 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a tangent curve to the left;

In a Northeasterly direction, along said curve to the left, an arc distance of 648.53 feet, having a radius of 5,000.00 feet, a central angle of $07^{\circ}25'54''$ and chord which bears $N 79^{\circ}17'00'' E$, 648.07 feet to a 5/8-inch iron rod found for the point of a tangent reverse curve to the right;

In a Northeasterly direction, along said curve to the right, an arc distance of 648.53 feet, having a radius of 5,000.00 feet, a central angle of $7^{\circ}25'54''$ and chord which bears $N 79^{\circ}17'00'' E$, 648.07 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of tangency;

$N 82^{\circ}59'56'' E$, a distance of 182.75 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Northerly Northeast corner of the herein described tract and the North end of a cut-back of the Southwest intersection of said F.M. 1093 and F.M. 359 (80 feet wide) as recorded under Vol. 243, Pg. 159 of the F.B.C.D.R.;

$S 49^{\circ}22'04'' E$, a distance of 47.17 feet, along said cut-back to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Easterly Northeast corner of the herein described tract and the

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end of said cut-back, lying on the West right-of-way line of said F.M. 359, same being the East line of said 85.8 acre tract;

THENCE, S 01°29'20" E, a distance of 3,213.80 feet, along and with the East line of said 85.8 acre tract and said West right-of-way line to a Mag Nail set for the Southeast corner of said 85.8 acre tract and the herein described tract, said point lying in McKinnon Road (no dedication found), from which a 1 1/2-inch iron bar found for the Southwest corner of a called 71.6804 acre tract as described in an instrument to Parkway Fellowship of Katy, recorded under F.B.C.C.F. No. 2008009794, bears N 87°29'50" E, 39.88 feet;

THENCE, S 87°29'50" W, a distance of 407.57 feet, along and with the south line of said 85.8 acre tract and along said center of McKinnon Road and the North line of the J. Foster Survey, A-26 to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner, same being on the East line of said abandoned portion of McKinnon Road;

THENCE, S 02°14'20" E, along and with the East line of said 339.6 acre tract, at a distance of 31.06 feet passing a 1/2-inch iron pipe found for the Northwest corner of a called 7.34 acre tract as described in an instrument to Candela Ventures, LLC, recorded under F.B.C.C.F. No. 2020019389, continuing partially along the West line of said 7.34 acre tract and the West line of a called 200.00 acre tract (Tract 1) as described in an instrument to JDS Nursery Tract, LLC, recorded under F.B.C.C.F. No. 2019095366, and continuing for a total distance of 3,423.06 feet to a 1/2-inch iron pipe found for the Southwest corner of said 200.00 acre tract and a called 0.115 acre tract (Directors Lot 1) as described in an instrument to Brian T. Edwards, recorded under F.B.C.C.F. No. 2020002160, same being the Northwest corner of a called 137.0556 acre tract as described in an instrument to Somerville Acres, LLC, recorded under F.B.C.C.F. No. 9681280;

THENCE, S 02°14'58" E, a distance of 4,665.81 feet, continuing along and with the East line of said 339.6 acre tract, same being the West line of said 137.0556 acre tract and the West line of a called 167.2570 acre tract as described in an instrument to Somerville Acres, LLC, recorded under F.B.C.C.F. No. 9422662, to a 1-inch iron rod with 3/8-inch square head found for the Southeast corner of said 339.6 acre tract and the Easterly Southeast corner of the herein described tract, same being a Northerly corner of a called 3,155.06 acre tract as described in an instrument to Foster Farms, Inc., recorded under Vol. 362, Pg. 549 of the F.B.C.D.R.;

THENCE, S 88°25'40" W, a distance of 1,831.00 feet, along and with the North line of said 3,155.06 acre tract and the South line of said 339.6 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Southwest corner of said 339.6 acre tract and an interior corner of the herein described tract, same being a Northerly corner of said 3,155.06 acre tract, lying on the East line of said 360.68 acre tract;

THENCE, S 02°06'03" E, a distance of 537.46 feet, along and with the East line of said 360.68 acre tract, same being a West line of said 3,155.06 acre tract to a 1-inch galvanized iron pipe found for the Southeast corner of said 360.68 acre tract and the Northeast corner of a called 314 acre tract (Tract 2) as recorded under Vol. 465, Pg., 585 of the F.B.C.D.R.;

THENCE, S 02°20'39" E, a distance of 6,790.00 feet, along and with the East line of said 314 acre tract, same being a West line of said 3,155.06 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set

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for the Southeast corner of said 314 acre tract, the Southerly Southeast corner of the herein described tract and an angle point of said 3,155.06 acre tract, said point lying on the South bank of Jones Creek;

THENCE, along and with the meanders of the South bank of Jones Creek as described in said 314 acre tract recording, same being the North lines of said 3,155.06 acre tract, the following courses and distances:

S 23°54'18" W, a distance of 365.00 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an angle point;

S 37°09'18" W, a distance of 714.00 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an angle point;

S 40°39'18" W, a distance of 200.00 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an angle point;

S 47°39'18" W, a distance of 311.00 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an angle point;

S 52°24'18" W, a distance of 400.00 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an angle point;

S 56°39'18" W, a distance of 412.00 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the most Southerly Southeast corner of said 314 acre tract and the herein described tract;

THENCE, S 87°39'18" W, a distance of 204.12 feet, to a point in the center of said Jones Creek and being the most Southerly Southwest corner of said 314 acre tract and the herein described tract, same being the Southeast corner of a called 208.59 acre tract as described in an instrument to Anderson Farm Partners, recorded under Vol. 2227. Pg. 2203 of the F.B.C.D.R.;

THENCE, N 01°40'02" W, a distance of 4,760.48 feet, along and with the East line of said 208.59 acre tract and the East line of a called 8.6 acre tract as described in an instrument to Anderson Farm Partners, recorded under F.B.C.C.F. No. 2001108622, same being the West line of said 314 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Northeast corner of said 8.6 acre tract, a Southeasterly corner of said 1,005.19 acre tract and being an interior corner of the herein described tract;

THENCE, S 88°17'32" W, a distance of 1,809.98 feet, along and with the North lines of said 8.6 acre tract and said 208.59 acre tract, same being a South line of said 1,005.19 acre tract to a 1/2-inch iron rod with a 1-inch by 1-inch square head found for the Northwest corner of said 208.59 acre tract and an interior corner of said 1,005.19 acre tract and the herein described tract;

THENCE, S 01°40'02" E, a distance of 4,904.71 feet, along and with the West line of said 208.59 acre tract and an East line of said 1,005.19 acre tract to the most Southerly Southeast corner of said 1,005.19 acre tract, a Southerly corner of the herein described tract and the Southwest corner of said 208.59 acre tract, said point lying in the center of Jones Creek;

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THENCE, along and with the South line of said 1,005.19 acre tract and the meanders of the center of Jones Creek the following courses and distances:

N 77°10'21" W, a distance of 213.47 feet to a point for corner;

N 71°23'21" W, a distance of 468.60 feet to a point for corner;

N 67°38'21" W, a distance of 761.10 feet to a point for corner;

N 70°37'21" W, a distance of 515.66 feet to the common South corner of said 1,005.19 acre tract and a called 367.199 acre tract as described in Vol. 422, Pg. 474 of the F.B.C.D.R.;

THENCE, along and with the South line of said 367.199 acre tract and the meanders of the center of Jones Creek the following courses and distances:

N 66°31'44" W, a distance of 285.13 feet to a point for corner;

N 48°25'48" W, a distance of 313.17 feet to a point for corner;

N 52°41'53" W, a distance of 305.71 feet to a point for corner;

N 73°16'37" W, a distance of 265.84 feet to a point for corner;

S 83°57'18" W, a distance of 89.54 feet to a point for corner;

S 85°50'20" W, a distance of 315.20 feet to a point for corner;

S 85°42'50" W, a distance of 211.83 feet to a point for corner;

S 82°39'35" W, a distance of 200.07 feet to a point for corner;

S 86°23'00" W, a distance of 300.24 feet to a point for corner;

S 80°39'30" W, a distance of 191.06 feet to a point for corner;

S 84°24'55" W, a distance of 311.23 feet to a point for corner;

N 89°16'10" W, a distance of 183.89 feet to a point for corner;

N 75°13'10" W, a distance of 206.79 feet to a point for corner;

N 80°20'20" W, a distance of 300.54 feet to a point for corner;

N 72°54'05" W, a distance of 300.73 feet to a point for corner;

N 54°30'35" W, a distance of 178.46 feet to a point for corner;

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N 41°24'36" W, a distance of 316.69 feet, to the most Westerly Southwest corner of the herein described tract, same being the Northeast corner of a called 0.156 acre tract as described in an instrument to Fort Bend County, recorded under Vol. 2187. Pg. 2067 of the F.B.C.D.R. and the Southeast corner of a called 0.219 acre tract as described in an instrument to Fort Bend County, recorded under Vol. 2200, Pg. 438 of the F.B.C.D.R.;

THENCE, N 02°35'47" W, a distance of 285.48 feet, along and with the East line of said 0.219 acre tract to a 5/8-inch iron rod found for the Northeast corner of said 0.219 acre tract and an interior corner of the herein described tract;

THENCE, S 87°24'13" W, a distance of 37.38 feet, along the North line of said 0.219 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Northwest corner of said 0.219 acre tract and being the Westerly Southwest corner of the herein described tract, lying on the East right-of-way line of Bois D' Arc Lane (50 feet wide)(no deed found), same being the West line of said 367.199 acre tract;

THENCE, along and with the East right-of-way line of said Bois D'Arc Lane, same being the West line of said 367.199 acre tract, the following courses and distances:

N 03°56'52" W, a distance of 132.23 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

N 02°57'17" W, a distance of 459.05 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

N 02°17'22" W, a distance of 861.35 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

N 02°07'52" W, a distance of 248.34 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

N 00°37'22" W, a distance of 542.75 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

N 00°24'14" W, a distance of 1,400.72 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Southwest corner of a called 1.808 acre tract as recorded under Vol. 422. Pg. 481 of the F.B.C.D.R.;

THENCE, N 00°24'43" W, a distance of 417.44 feet, continuing along and with said East right-of-way line and the West line of said 1.808 acre tract to a 1/2-inch iron pipe found for the Northwest corner of said 1.808 acre tract, the Southwest corner of a called 13.290 acre tract as described in an instrument to Keith St. Clair and Jennifer St. Clair, recorded under F.B.C.C.F. Nos. 2020024642 and 2020043845, same being a Westerly corner of the herein described tract;

THENCE, along and with the South lines of said 13.290 acre tract, same being the north lines of said 1.808 acre tract and said 367.199 acre tract, the following courses and distances:

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N 86°54'00" E, a distance of 400.34 feet to a 1-inch iron pipe found for an angle point in said line;

S 64°38'45" E, a distance of 857.99 feet to a 1-inch iron pipe found for the Southeast corner of said 13.290 acre tract, an interior corner of said 161.478 acre tract and the herein described tract;

THENCE, N 03°12'12" W, along and with the West line of said 161.478 acre tract, partially along the East line of said 13.290 acre tract and the East line of a called 31.812 acre tract as described in an instrument to Keith St. Clair and Jennifer St. Clair, recorded under F.B.C.C.F. No. 201235345, at a distance of 779.65 feet passing a 5/8-inch iron rod with cap stamped "S & V" found for the Northeast corner of said 13.290 acre tract and the Southeast corner of said 31.812 acre tract, continuing for a total distance of 1,854.65 feet to a 1/2-inch iron pipe found for the Northwest corner of said 161.478 acre tract and the Southwest corner of BOX'S PLAYGROUND, a subdivision plat recorded under Slide No. 20160257 of the Fort Bend County Plat Records, said point also being a Northwesterly corner of the herein described tract;

THENCE, N 87°02'59" E, a distance of 2,749.99 feet, along and with the North line of said 161.478 acre tract, same being the South line of said BOX'S PLAYGROUND subdivision, the South line of a called 2.1193 acre tract as described in an instrument to John L. Webb, Jr. and wife Susan H. Webb, recorded under F.B.C.C.F. No. 2007043665, the South line of a called 7.28 acre tract as described in an instrument to Carrie L. Morris, recorded under F.B.C.C.F. No. 9864074, the South line of a called 3.65 acre tract as described in an instrument to James E. Kersh and wife Cheryl A. Kersh, recorded under F.B.C.C.F. No. 2006158544 and the South line of a called 20.0 acre tract as described in an instrument to Gretchen Gilliam Simen, recorded under F.B.C.C.F. No. 2013019601, to a 1/2-inch iron rod found for the Northeast corner of said 161.478 acre tract, the Southeast corner of said 20.0 acre tract and being an interior corner of the herein described tract, lying on the West line of said 1,005.19 acre tract;

THENCE, along and with the East line of said 1,005.19 acre tract, same being the West line of said 20.0 acre tract, the following courses and distances:

N 04°20'07" W, a distance of 1,017.52 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

N 01°45'13" E, a distance of 444.99 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

N 06°39'43" E, a distance of 340.70 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Northeast corner of said 20.0 acre tract and the Southeast corner of a called 3.874 acre tract (Tract 1) as described in an instrument to the City of Fulshear, recorded under F.B.C.C.F. No. 2021068816;

THENCE, N 01°49'47" W, a distance of 493.99 feet, along and with the East line of said 3.874 acre tract and the East line of a called 2 acre tract (Tract 2) as described in an instrument to the City of Fulshear, recorded under F.B.C.C.F. No. 2021068816, same being the West line of said 1,005.19 acre tract, to a 3/4-inch iron pipe found for the Northeast corner of said 2 acre tract and the Southeast corner of a called 4.7103 acre tract as described in an instrument to Kathleen H. Ward and William P. Loden, recorded under F.B.C.C.F. No. 9817245;

THENCE, N 01°50'16" W, continuing along and with the West line of said 1,005.19 acre tract, partially along and with the East line of said 4.7103 acre tract and the East line of a called 2.649 acre tract (Tract II) as described in an instrument to William P. Loden, recorded under F.B.C.C.F. No. 1999109228, at a distance of 582.74 feet passing the common East corner of said 4.7103 acre tract and said 2.649 acre tract, continuing for a total distance of 952.12 feet to a 1/2-inch iron pipe found for the Northeast corner of said 2.649 acre tract and the Southeast corner of a called 225.304 acre tract as described in an instrument to Highten Fulshear 227, LLC, recorded under F.B.C.C.F. No. 2021076990;

THENCE, N 02°43'20" W, a distance of 2,420.22 feet, along and with the East line of said 225.304 acre tract, same being the West line of said 1,005.19 acre tract, to a 5/8-inch iron rod with red cap found for the Northeast corner of said 225.304 acre tract, the Southeast corner of a called 64.675 acre tract as recorded under Vol. 422, Pg. 467 of the F.B.C.D.R. and an interior corner of the herein described tract;

THENCE, N 83°58'20" W, a distance of 1,088.66 feet, along and with the south line of said 64.675 acre tract, same being the north line of said 225.304 acre tract to a 1-inch iron pipe found for the Southwest corner of said 64.675 acre tract, the Southeast corner of a called 7.9765 acre tract as described in an instrument to W. David Welch, recorded under F.B.C.C.F. No. 2012100371 and being a Westerly corner of the herein described tract;

THENCE, N 02°52'52" W, a distance of 1,416.91 feet, along and with the West line of said 64.675 acre tract, same being the East line of said 7.9765 acre tract and the East line of a called 5.4954 acre tract as described in an instrument to Erik Schneider and Crystal Schneider, recorded under F.B.C.C.F. No. 2018111645, to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Northeast corner of said 5.4954 acre tract, the Southeast corner of a called 23.675 acre tract as recorded under Vol. 405, Pg. 239 of the F.B.C.D.R. and being an interior corner of the herein described tract;

THENCE, S 87°29'46" W, a distance of 964.16 feet, along and with the South line of said 23.675 acre tract, the North line of said 5.4954 acre tract, the North line of a called 8.750 acre tract as described in an instrument to Wheeler Owen Bement and Sherril G. Bement, recorded under F.B.C.C.F. No. 2001003278 and the North line of a called 3.5 acre tract as described in an instrument to Richard L. Tate and Kathryn E. Tate, recorded under Vol. 1959, Pg. 156 of the F.B.C.D.R., to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Southwest corner of said 23.675 acre tract, the Southeast corner of a called 9.937 acre tract as described in an instrument to Dana Sudduth, recorded under F.B.C.C.F. No. 2014059468 and being a Westerly corner of the herein described tract;

THENCE, N 02°13'14" W, along and with the West line of said 23.675 acre tract, the East line of said 9.937 acre tract and the East line of a called 9.562 acre tract (Tract No. Two) as described in an instrument to Guerdon William Archer, Jr., recorded under F.B.C.C.F. No. 2003052293, at a distance of 488.22 passing a 1-inch iron rod found for the Northeast corner of said 9.937 acre tract and Southeast corner of said 9.562 tract, continuing for a total distance of 1,076.22 feet to a 1/2-inch iron rod found for the Northeast corner of said 9.562 acre tract, the Northwest corner of said 23.675 acre tract and being an interior corner of the herein described tract, said point lying on the south line of the aforementioned 48.787 acre tract;

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THENCE, S 87°34'10" W, a distance of 293.18 feet, along and with the south line of said 48.787 acre tract and the North line of said 9.562 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Southwest corner of said 48.787 acre tract and the Southeast corner of a called 5.946 acre tract (Tract No. One) as described in an instrument to Guerdon William Archer, Jr., recorded under F.B.C.C.F. No. 2003052293;

THENCE, N 03°50'18" W, along and with the West line of said 48.787 acre tract, the East lines of said 5.946 acre tract and the aforementioned 20.0000 acre tract, at a distance of 194.34 feet passing a 5/8-inch iron rod found for the common East corner of said 5.946 acre tract and said 20.0000 acre tract and the Westerly line of said 48.787 acre tract and the herein described tract, continuing for a total distance of 2,113.76 feet to a 1-1/2-inch iron pipe found for the Northeasterly corner of said 20.0000 acre tract lying on the Southerly right-of-way of said McKinnon Road, being a Westerly corner of the herein described tract;

THENCE, N 02°27'28" W, with the West line of that abandoned portion of said McKinnon Road a distance of 65.80 feet to a 3/4-inch iron rod with cap stamped 'BGE INC' set for the Southwest corner of said 186.29 acre tract, same being the Southeast corner of said 3.01 acre tract, from which a found 3/4-inch iron pipe bears N 81°46' W, 6.1 feet;

THENCE, N 02°25'14" W, a distance of 1,328.90 feet to the **POINT OF BEGINNING** and containing 3,554.72 acres (154,843,741 square feet) of land.



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