

**DONATION DEED
(Public Rights-of-Way)**

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 §

THAT **CCR WEST INC.**, a Texas corporation (hereinafter referred to as "Grantor"), for the purpose of a donation to Grantee (as hereinafter defined), has GRANTED, GIVEN AND CONVEYED, and by these presents does GRANT, GIVE AND CONVEY unto **FORT BEND COUNTY, TEXAS**, a political subdivision of the state of Texas (hereinafter referred to as "Grantee"), all of those thirty-three (33) certain tracts or parcels of land situated in the Fort Bend County, Texas, as the same are more particularly described in "**Exhibit A**" attached hereto and incorporated herein for all purposes (collectively, the "Property").

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor, with the exception of any paved road right-of-way, is retaining title to the following improvements: all storm sewers and associated outfalls, detention ponds, sidewalks, sidewalk ramps, trails, monument signs, landscaping, irrigation, masonry entrances, lamp posts, pavers, decorative bridge rails, manholes, decorative concrete, aesthetic and architectural enhancements to bridges or abutments, and other above-surface and below-surface structures or improvements located within the Property.

This Donation Deed and the conveyance hereinabove set forth is made for public use and enjoyment as and for public rights-of-way, together with the right to install, construct, maintain, repair, and operate facilities thereunder for electrical power and telecommunications, gas, water, sanitary sewer, and storm sewer, if any.

Further, this Donation Deed is executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and is further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, if any, or other matters of record in the Official Public Records of Fort Bend County, Texas, but only to the extent the same are validly existing, applicable to the Property, and enforceable against a political subdivision of the State of Texas (collectively, the "Permitted Encumbrances").

Grantor and Grantee agree that the conveyance of the Property is further subject to the Terms and Conditions contained in that certain "Agreement for Right-of-Way Conveyances" executed and approved by the Fort Bend County Commissioners Court on _____, 2024 and attached hereto as "**Exhibit B**" and incorporated herein for all purposes.

GRANTEE IS TAKING POSSESSION OF THE PROPERTY ON AN "AS IS" "WHERE IS" "WITH ALL FAULTS" BASIS. GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY.

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

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

When the context requires, singular nouns and pronouns include the plural.

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

Grantee's address is 401 Jackson Street, Richmond, Texas 77469.

[Signature pages follow this page.]

DEVELOPER:

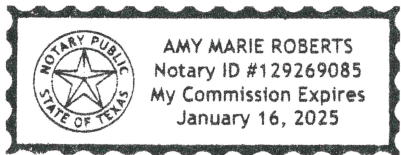
CCR WEST INC.,
a Texas corporation

By: Stephen H. Brovarone
Name: Stephen H. Brovarone
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 21 day of November, 2024, by Stephen Brovarone, Vice President of CCR WEST INC., a Texas corporation, on behalf of said corporation.

(NOTARY SEAL)



Amy Roberts
Notary Public, State of Texas

ACCEPTED:

GRANTEE:

FORT BEND COUNTY, TEXAS

By: _____
Name: KP George
Title: County Judge

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me, the undersigned notary, on the ____ day of _____, 2024, by KP George, County Judge of Fort Bend County, Texas, acting in the capacity herein stated, as the authorized act and deed of the FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Exhibit A – Legal Description of the Property

Exhibit B – Agreement for Right-of-Way Conveyances

After Recording, Please Return To:

Fort Bend County Engineering

301 Jackson Street, 4th Floor

Richmond, Texas 77469

Exhibit A
Description of the Property

1. All of CROSS CREEK WEST BOULEVARD, a public right-of-way, located within CROSS CREEK WEST SECTION ONE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210230 of the Plat Records of Fort Bend County, Texas;
2. All of F.M. 359, a public right-of-way, located within CROSS CREEK WEST SECTION ONE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210230 of the Plat Records of Fort Bend County, Texas.
3. All of CREEK MANOR PASS, a public right-of-way, located within CROSS CREEK WEST SECTION ONE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210230 of the Plat Records of Fort Bend County, Texas;
4. All of BRAMBLE HOLLOW COURT, a public right-of-way, located within CROSS CREEK WEST SECTION ONE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210230 of the Plat Records of Fort Bend County, Texas;
5. All of GARDEN CREST LANE, a public right-of-way, located within CROSS CREEK WEST SECTION ONE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210230 of the Plat Records of Fort Bend County, Texas;
6. All of CREEK LANDING LANE, a public right-of-way, located within CROSS CREEK WEST SECTION ONE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210230 of the Plat Records of Fort Bend County, Texas;
7. All of SPLITTING WILLOW WAY, a public right-of-way, located within CROSS CREEK WEST SECTION TWO, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210231 of the Plat Records of Fort Bend County, Texas;
8. All of BEACON COVE TRAIL, a public right-of-way, located within CROSS CREEK WEST SECTION TWO, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210231 of the Plat Records of Fort Bend County, Texas;

9. All of VINEYARD CREEK DRIVE, a public right-of-way, located within CROSS CREEK WEST SECTION TWO, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210231 of the Plat Records of Fort Bend County, Texas;
10. All of CREEK MANOR PASS (located Southeast of BEACON COVE TRAIL), a public right-of-way, located within CROSS CREEK WEST SECTION TWO, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210231 of the Plat Records of Fort Bend County, Texas;
11. All of GOLDEN CLIFF LANE, a public right-of-way, located within CROSS CREEK WEST SECTION TWO, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210231 of the Plat Records of Fort Bend County, Texas;
12. All of CREEK MANOR PASS (located Northwest of BEACON COVE TRAIL), a public right-of-way, located within CROSS CREEK WEST SECTION TWO, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210231 of the Plat Records of Fort Bend County, Texas;
13. All of SHIMMERING BROOK LANE, a public right-of-way, located within CROSS CREEK WEST SECTION TWO, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210231 of the Plat Records of Fort Bend County, Texas;
14. All of F.M. 359, a public right-of-way, located within CROSS CREEK WEST SECTION TWO, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210231 of the Plat Records of Fort Bend County, Texas.
15. All of SPLITTING WILLOW WAY, a public right-of-way, located within CROSS CREEK WEST SECTION THREE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210232 of the Plat Records of Fort Bend County, Texas;
16. All of BIRCH SHADOW DRIVE, a public right-of-way, located within CROSS CREEK WEST SECTION THREE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210232 of the Plat Records of Fort Bend County, Texas;
17. All of GOLDEN CLIFFS LANE, a public right-of-way, located within CROSS CREEK WEST SECTION THREE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210232 of the Plat Records of Fort Bend County, Texas;

18. All of EGRET GABLE COURT, a public right-of-way, located within CROSS CREEK WEST SECTION THREE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210232 of the Plat Records of Fort Bend County, Texas;
19. All of F.M. 359, a public right-of-way, located within CROSS CREEK WEST SECTION THREE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210232 of the Plat Records of Fort Bend County, Texas.
20. All of CREEK LANDING LANE, a public right-of-way, located within CROSS CREEK WEST SECTION FOUR, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210233 of the Plat Records of Fort Bend County, Texas;
21. All of HUDSON PARK COURT, a public right-of-way, located within CROSS CREEK WEST SECTION FOUR, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210233 of the Plat Records of Fort Bend County, Texas;
22. All of ALBANY SHORES LANE, a public right-of-way, located within CROSS CREEK WEST SECTION FOUR, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210233 of the Plat Records of Fort Bend County, Texas;
23. All of AVON RIDGE WAY, a public right-of-way, located within CROSS CREEK WEST SECTION FOUR, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210233 of the Plat Records of Fort Bend County, Texas;
24. All of SHIMMERING BROOK LANE, a public right-of-way, located within CROSS CREEK WEST SECTION FOUR, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210233 of the Plat Records of Fort Bend County, Texas;
25. All of HASTINGS CREEK LANE, a public right-of-way, located within CROSS CREEK WEST SECTION FOUR, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210233 of the Plat Records of Fort Bend County, Texas;
26. All of STEEP LAKE LANE, a public right-of-way, located within CROSS CREEK WEST SECTION FOUR, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210233 of the Plat Records of Fort Bend County, Texas;

27. All of CRESCENT HILL DRIVE, a public right-of-way, located within CROSS CREEK WEST SECTION FOUR, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210233 of the Plat Records of Fort Bend County, Texas;
28. All of ROARING RAPIDS LANE, a public right-of-way, located within CROSS CREEK WEST SECTION FOUR, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210233 of the Plat Records of Fort Bend County, Texas;
29. All of ALBANY SHORES LANE, a public right-of-way, located within CROSS CREEK WEST SECTION FIVE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210234 of the Plat Records of Fort Bend County, Texas;
30. All of STEEP LAKE LANE, a public right-of-way, located within CROSS CREEK WEST SECTION FIVE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210234 of the Plat Records of Fort Bend County, Texas;
31. All of HASTINGS CREEK LANE, a public right-of-way, located within CROSS CREEK WEST SECTION FIVE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210234 of the Plat Records of Fort Bend County, Texas;
32. All of HIGHLAND STREAM COURT, a public right-of-way, located within CROSS CREEK WEST SECTION FIVE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210234 of the Plat Records of Fort Bend County, Texas; and
33. All of CRESCENT HILL DRIVE, a public right-of-way, located within CROSS CREEK WEST SECTION FIVE, a subdivision located in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20210234 of the Plat Records of Fort Bend County, Texas.

Exhibit B

**Agreement for Right-of-Way Conveyance
[See attached]**

This Agreement for Right-of-Way Conveyances (the “Agreement”) is entered into by and between FORT BEND COUNTY, TEXAS (the “County”), a political subdivision of the State of Texas, and CCR WEST INC. (the “Developer”), a Texas corporation. County and Developer may hereinafter collectively be referred to as the “Parties” and each individually a “Party.”

WHEREAS, Pursuant to Section 280.002 of the Texas Local Government Code, the County may accept ownership of property located within its jurisdiction if the conveyance instrument grants to the local government unencumbered title to the property; and

WHEREAS, Developer desires to convey to County in fee simple all of those platted rights-of-way that are located within the subdivision shown or described on "Exhibit 1" attached hereto and incorporated herein by reference (the "Subdivision"); and

WHEREAS, said rights-of-way have already been or are anticipated to be accepted (subject to County approval in accordance with County standards and regulations) into the County Road Maintenance System, pursuant to its authority under Chapter 251 of the Transportation Code, and are currently or are anticipated to be maintained by County, subject to the County's acceptance of such rights-of-way; and

WHEREAS, from time to time, County desires to accept the conveyances of certain rights-of-way located within the Subdivision in fee simple subject to the terms and conditions of this Agreement.

NOW, THEREFORE, County and Developer, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

1. **General Scope and Purpose of Agreement.** This Agreement sets forth the terms and conditions by which Developer will convey and County will accept certain Rights-of-Way in fee simple (as defined herein).

2. Definitions.

- (a) "Rights-of-Way" shall mean those certain rights-of-way that are the subject of this Agreement and platted as a public road right-of-way in the subdivision included in "**Exhibit 1**" attached hereto and incorporated herein by reference.
- (b) "Non-Standard Improvements and Materials" shall mean any and all improvements and materials located within the Rights-of-Way, or part(s) thereof, that are not part of County's standard and routine right-of-way maintenance including, but not limited to: storm sewers and associated outfalls, detention ponds, sidewalks, sidewalk ramps, trails, monument signs, landscaping, irrigation, masonry entrances, lamp posts, pavers, decorative bridge rails, manholes, decorative concrete, aesthetic and architectural enhancements to bridges or abutments, and other above-surface and below-surface structures or improvements.
- (c) "Conveyance" shall mean conveyance of the Rights-of-Way in fee simple by Donation Deed to County.
- (d) "Subdivision Regulations" shall mean the Fort Bend County Regulations of Subdivisions.

3. Improvement(s) and Materials.

- (a) Developer has built and established Non-Standard Improvements and Materials that are wholly or partially contained in the Rights-of-Way.
- (b) Notwithstanding County's acceptance of the Rights-of-Way into the County Road Maintenance System and Conveyance of the same, Developer understands and agrees that Developer shall remain solely responsible for the repair, replacement, and maintenance of any Non-Standard Improvements and Materials. Developer warrants, covenants and agrees that County shall have no responsibility for the repair, replacement, or maintenance of the Non-Standard Improvements and Materials. Prior to the commencement of any maintenance or repair obligations hereunder, Developer shall comply with any and all applicable permitting rules that may be required by the Fort Bend County Engineer's Office for such maintenance and repair work.
- (c) After acceptance into the County Road Maintenance System and Conveyance of the same, and in the event County may find it necessary to make roadway improvements within the Rights-of-Way occupied by any Non-Standard Improvements and Materials, County shall notify Developer, and Developer shall be solely responsible for the cost of removal or relocation of any such Non-Standard Improvements and Materials, or responsible for the additional cost of

repair required by such installation instead of the County's standard required materials within the time prescribed by County.

- (d) After acceptance into the County Road Maintenance System and Conveyance of the same, should County, based upon generally accepted traffic engineering principals, determine that any of the Non-Standard Improvements and Materials (or parts thereof), within the Rights-of-Way constitute an unusual threat to public road traffic, then County shall notify Developer and Developer shall immediately, and at Developer's sole cost and expense, remove the respective Non-Standard Improvements and Materials (or part(s) thereof) from the Rights-of-Way within the time prescribed by County.
- (e) Developer understands and agrees that Developer's placement of any Non-Standard Improvements and Materials within the Rights-of-Way are at Developer's own risk. In the event Developer fails to remove, relocate, repair, or maintain any Non-Standard Improvements and Materials as provided in this Section, then County, in its sole discretion and at its sole cost, shall have the right to remove such Non-Standard Improvements and Materials by demolition or otherwise. County shall further have the right, but shall in no way be obligated, to replace any Non-Standard Improvements and Materials removed by County with County's standard improvements or materials. In either case, Developer shall have no right to reimbursement by County for removal or replacement of the same.

4. Acceptance and Conveyance of Rights-of-Way.

- (a) Notwithstanding anything to the contrary provided in this Agreement, Developer understands and agrees that County's acceptance of any Rights-of-Way into the County Road Maintenance System and acceptance of any Conveyance will result in County maintaining roads and roadside ditches **only**. Developer further understands and agrees that the repair and maintenance of any Non-Standard Improvements and Materials constructed within the Rights-of-Way shall remain the responsibility of Developer until such obligation is assumed by a Special District or Property Owner's Association pursuant to an assignment, which must be properly recorded in the Fort Bend County real property records in the form agreed to by the Parties.
- (b) Developer understands and agrees that County's acceptance of any Conveyance of Rights-of-Way is subject to the discretion of County and the Fort Bend County Commissioners Court. Developer further understands and agrees that the acceptance of such Rights-of-Way into the County Road Maintenance System or the Conveyance of the same shall not absolve Developer of his responsibilities under this Agreement to maintain, repair, and replace any Non-Standard Improvements and Materials. In addition, Developer, at its sole cost and expense,

agrees to fully cooperate with County to obtain or effectuate any additional information or documentation required by any other entity or jurisdiction to finalize the Conveyance.

5. **Construction of Future Non-Standard Improvements and Materials.** Developer understands and agrees that this Agreement pertains to any Non-Standard Improvements and Materials that Developer has previously installed and constructed in the Rights-of-Way prior to Conveyance of the same to County. In the event Developer, or any of its successors or assigns, desire to construct any future Non-Standard Improvements and Materials within the Rights-of-Way, then Developer shall submit in writing (e-mail shall suffice) for review and approval by the Fort Bend County Engineer a summary of any and all proposed Non-Standard Improvements and Materials to be installed within any of the Rights-of-Way. All applicable permitting requirements, if any, shall apply. Developer further understands and agrees that no such construction or installation of any future Non-Standard Improvements and Materials located in a Right-of-Way already conveyed to County shall not proceed without the express written approval of the Fort Bend County Engineer.
6. **Assignment.** Developer's rights and obligations created under this Agreement may be transferred, assigned and delegated to one or more property owners associations for the Subdivision in which such Rights-of-Way are located or a special district organized under the laws of the State of Texas only with County's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Upon assignment to any such property owners association and/or special district, the assignee shall become fully responsible for all obligations of Developer under this Agreement and Developer shall be released from the obligations of this Agreement. Developer binds itself and its successors, and assigns to this Agreement with respect to all covenants, terms and conditions of this Agreement.
7. **Applicability.** The terms of this Agreement will control and be deemed to apply to any Rights-of-Way to the extent that Developer has previously installed or constructed Non-Standard Improvements and Materials within the Rights-of-Way. By its execution of this Agreement, Developer agrees to such conditions and acknowledges that County would not have entered into this Agreement unless the terms hereof apply to all Rights-of-Way that are the subject of this Agreement.
8. **Indemnity.** DEVELOPER SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION, WHETHER FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO ANY ACTION OR FAILURE TO ACT BY DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS WITH RESPECT TO THE DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE NON-STANDARD IMPROVEMENTS AND MATERIALS. DEVELOPER FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR PERSONAL INJURIES AND PROPERTY DAMAGE WITH LIMITS OF LIABILITY OF NOT LESS THAN ONE

MILLION AND NO/100 DOLLARS (\$1,000,000.00) COVERING THE NON-STANDARD IMPROVEMENTS AND MATERIALS AND TO FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AND THE MEMBERS OF COMMISSIONERS COURT AS AN ADDITIONAL INSURED.

DEVELOPER SHALL ADDITIONALLY INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL COSTS OF REPAIR AND/OR REPLACEMENT OF ANY STREET, ROAD, BRIDGE, DRAINAGE STRUCTURE OR OTHER PORTION OF ANY RIGHTS-OF-WAY DAMAGED BY THE FAILURE, REPAIR, OR REPLACEMENT OF ANY NON-STANDARD IMPROVEMENTS AND MATERIALS WHETHER OR NOT THE DAMAGE TO THE STREET, ROAD, BRIDGE, DRAINAGE STRUCTURE OR OTHER PORTION OF SAID RIGHTS-OF-WAY OCCURS BEFORE OR AFTER ACCEPTANCE OF THE STREET OR ROAD INTO THE COUNTY ROAD MAINTENANCE SYSTEM OR AFTER CONVEYANCE OF THE SAME.

9. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, electronic mail, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson St., 4th Floor
Richmond, Texas 77469

And
Fort Bend County, Texas
Attn: County Judge
401 Jackson St, 1st Floor
Richmond, Texas 77469

If to Developer:
CCR West, Inc.
c/o Johnson Development Corp.
Attn: Mr. Stephen Brovarone and Elizabeth F. York
5005 Riverway, Suite 500
Houston, Texas 77056
Facsimile: (713) 960-9978

With a copy to:

Allen Boone Humphries Robinson LLP
Attn: Angela Lutz
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

10. **Force Majeure.** Except for the obligations provided under Sections 3(c) and 3(d), in the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: 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 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.

11. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is deemed void or invalid by a court of competent jurisdiction, such provision shall be deemed severable from the remainder of the Agreement, which shall remain in full force and effect.
12. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY DEVELOPER THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**

13. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
14. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
15. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
16. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Developer hereby verifies that Developer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) 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, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not boycott energy companies and is 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 § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is 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 § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

17. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, DEVELOPER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
18. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
19. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
20. **Multiple Counterparts.** This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument.
21. **Effective Date.** The Effective Date of this Agreement shall be the date signed by the last Party hereto.
22. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Pages Follow}

SIGNED and AGREED to this _____ day of _____, 2024.

FORT BEND COUNTY, TEXAS

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski, County Engineer

GRANTOR:

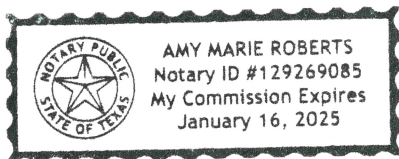
CCR WEST INC.,
a Texas corporation

By: Stephen H. Brovarone
Name: Stephen H. Brovarone
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 21 day of November, 2024, by Stephen Brovarone, Vice President of CCR WEST INC., a Texas corporation, on behalf of said corporation.

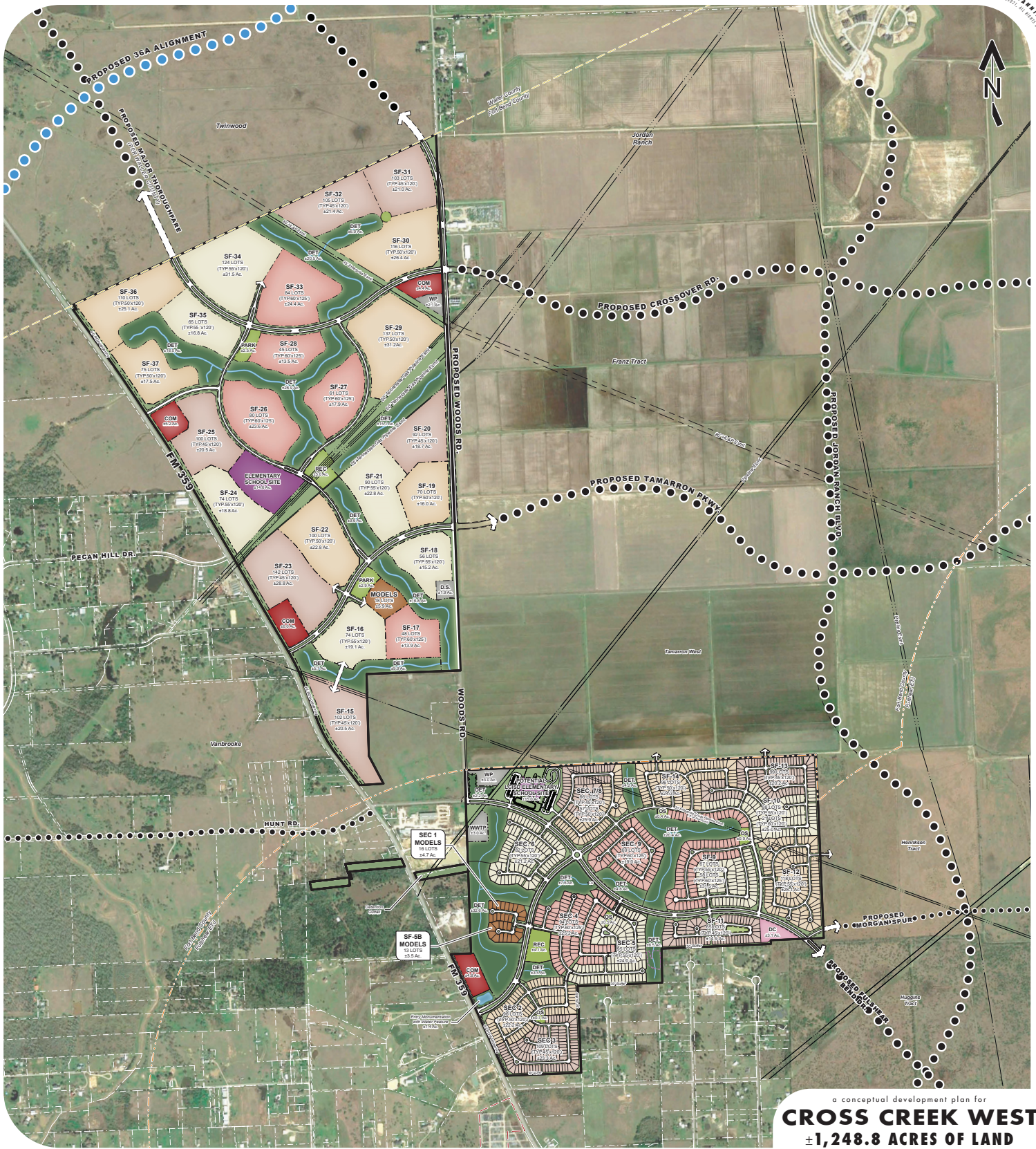
(NOTARY SEAL)



Amy Roberts
Notary Public, State of Texas

Exhibit 1

The Subdivision: Cross Creek West
[See attached]



a conceptual development plan for
CROSS CREEK WEST
±1,248.8 ACRES OF LAND

prepared for
JOHNSON DEVELOPMENT



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

SCALE
0 300 600 1200

MTA-54001
APRIL 19, 2022

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