

2. **Dedication, Funding, and Construction of Rights-of-Way.**

- (a) Construction of the Expansion of Hunt Road: Developer shall dedicate or has dedicated by plat or conveyance to the County land sufficient for the construction of the expansion of Hunt Road into a boulevard (the "Expansion Project"), such area being a maximum 22-feet in width from the northern boundary of the Developer's Property extending the entire length of the Developer's 734 feet of Hunt Road frontage. County shall facilitate, manage, and administer the design and construction of the Expansion Project in accordance with County's standard practices.
- (b) Contribution of Funds: Developer shall contribute funds to the County in the amount of Five Hundred Fifty Thousand Five Hundred and 00/100 Dollars (\$550,500.00) based on the Developer's 734 feet of frontage at \$750 per linear foot (the "Developer Contribution") within thirty (30) days of the County's issuance of building permits for sixty-percent (60%) of the estimated one hundred five (105) lots in the Subdivision. The County will diligently proceed with the construction of the Expansion Project following receipt of the payment by the Developer of the Developer Contribution and shall diligently endeavor to complete the Expansion Project within 18 months after payment of the Developer Contribution.
- (c) Detention: The Parties acknowledge that detention to serve the Expansion Project has been accounted for in the Vanbrooke subdivision, north of the Developer's Property.
- (d) Notwithstanding the foregoing, nothing contained in this Agreement shall be construed to require County to make improvements to any of the roads that are the subject of this Agreement. County, in its sole discretion, shall determine if and when such improvements to the above-referenced roads shall be constructed in accordance with generally accepted traffic engineering principals.

3. **Conveyance and Acceptance of Rights-of-Way.**

- (a) Developer shall convey and grant unencumbered and marketable title to County for Expansion Project as described in Section 2(a) hereof.
- (b) The County will accept the Expansion Project into the County Road Maintenance System.
- (c) 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 the conveyance of fee

simple title to the same will result in County maintaining roads and ditches only. Developer further understands and agrees that the repair and maintenance of any non-standard improvements and materials, including 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, constructed within said rights-of-way under this Agreement shall remain the responsibility of Developer (even after said rights-of-way are conveyed or accepted by County) until such obligation is assumed by Developer's assignee or successor in interest, including applicable municipal utility district or homeowner's association, which such assignment shall not require County consent.

(d) Developer understands and agrees that Developer shall be responsible for payment of its respective share of ad valorem taxes on the above-referenced rights-of-way based on period of ownership.

4. **Assignment.** Except as otherwise provided herein, Developer's rights and obligations created under this Agreement may be transferred, assigned and delegated only with County's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Upon assignment of this Agreement by Developer, the assignee shall become fully responsible for all obligations of Developer under this Agreement. Developer binds itself and its successors, and assigns to this Agreement with respect to all covenants, terms and conditions of this Agreement.

5. **Developer's Acknowledgement and Release. DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION(S) MADE BY DEVELOPER TO COUNTY, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A: (1) TAKINGS UNDER THE U.S. OR TEXAS CONSTITUTIONS; (2) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS AMENDED; (3) NUISANCE; AND/OR (4) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF THE U.S OR TEXAS CONSTITUTIONS OR ANY FEDERAL, STATE, OR LOCAL STATUTES AND REGULATIONS (COLLECTIVELY, THE "PARTIES' ACKNOWLEDGMENTS"). DEVELOPER HEREBY RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON, ARISING OUT OF, OR RELATED TO THE PARTIES' ACKNOWLEDGMENTS. DEVELOPER HEREBY WAIVES ANY CLAIMS FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF THE U.S. AND TEXAS CONSTITUTIONS OR ANY FEDERAL, STATE, OR LOCAL STATUTES AND REGULATIONS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWEVER CAUSED.**

6. **Plat Approval.** All approvals of subdivision plat(s) that are the subject of this Agreement shall be conditioned upon Developer's conformity and compliance with the Subdivision Regulations and the criteria established by this Agreement and County shall not otherwise unreasonably condition, delay or withhold such approvals. Furthermore, County's approval of any such plat(s) shall be in accordance with the procedures established by the Subdivision Regulations.

7. **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, 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: Forestar (USA) Real Estate Group, Inc.
Attn: Juanita Orsak
3355 W. Alabama ST., Suite 700
Houston, Texas 77098

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.

8. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Texas and exclusive venue of 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.

9. **Force Majeure.** 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, pandemics, 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.

10. **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.
11. **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.**
12. **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.
13. **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.

14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **Effective Date.** The Effective Date of this Agreement shall be the date signed by the last Party hereto.
20. **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.

SIGNED and AGREED to this _____ day of _____, 2025.

FORT BEND COUNTY, TEXAS

KP George,
County Judge

ATTEST:

Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski, County Engineer

DEVELOPER:

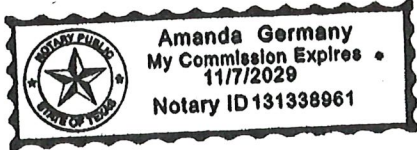
Forestar (USA) Real Estate Group, Inc.,
a Delaware Corporation

By: 
Juanita Orsak, Vice President

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF Harris §

This Instrument was acknowledged before me, the undersigned notary, on this 16th day of March, 2026, by Juanita Orsak, Vice President of Forestar (USA) Real Estate Group, Inc., a Delaware corporation, on behalf of said corporation.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"

County: Fort Bend
Project: Fulshear
Job No. 235533
MBS No. 23-120_rev1

FIELD NOTES FOR 42.692 ACRES

Being a tract containing 42.692 acres of land located in the Isaac N. Charles League, Abstract No. 17, in Fort Bend County, Texas. Said 42.692 acres being a call 42.69 acre tract of land, styled as Tract 6, recorded in the name Brenda Finley in Fort Bend County Clerk's File (F.B.C.C.F.) No. 2018001541 (described in F.B.C.C.F. No. 2006036195). Said 42.692 acres of land being more particularly described by metes and bounds as follows (Bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, as derived from GPS observations

BEGINNING at a 5/8 inch iron rod found at the most northerly northeast corner of said 42.69 acre tract, the northwest corner of a call 8.7778 acre tract recorded in the name of Kenneth Taylor, et al, in F.B.C.C.F. No. 2013096348 and being on the south right-of-way line of Hunt Road (width varies);

THENCE, with the common lines between said 42.69 and 8.7778 acre tracts, the following three (3) courses:

1. South 02 degrees 09 minutes 12 seconds East, a distance of 576.42 feet (call South 00 degrees 03 minutes 27 seconds East, a distance of 576.63 feet) to a 1/2 inch capped iron pipe (cap illegible) found at an interior corner of said 42.69 acre tract and the most westerly southwest corner of said 8.7778 acre tract;
2. South 88 degrees 56 minutes 31 seconds East, a distance of 222.91 feet (call South 86 degrees 52 minutes 32 seconds East, a distance of 222.91 feet) to a 5/8 inch capped iron rod stamped "Jones & Carter" found at the most easterly northeast corner of said 42.69 acre tract and an interior corner of said 8.7778 acre tract;
3. South 04 degrees 10 minutes 17 seconds East, a distance of 272.10 feet (call South 02 degrees 04 minutes 19 seconds East, a distance of 272.10 feet) to a 1/2 inch iron pipe found at an angle point in the east line of said 42.69 acre tract, the most southerly southwest corner of said 8.7778 acre tract and a northwesterly corner of a call 102.886 acre tract of land, styled as Parcel 4, recorded in the name of M/I Homes of Houston, LLC in F.B.C.C.F. No. 2020165125 from which a 5/8 inch iron rod found bears South 34 degrees 46 minutes 51 seconds East, a distance of 2.95 feet;

THENCE, with the common lines between said 42.69 and 102.886 acre tracts, the following three (3) courses:

1. South 02 degrees 52 minutes 40 seconds East, a distance of 1,156.59 feet (call South 00 degrees 48 minutes 12 seconds East, a distance of 1,156.59 feet) to a 1/2 inch iron pipe found at the southeast corner of said 42.69 acre tract and an interior corner of said 102.886 acre tract;

017302.000001\4886-6660-1963.v1

2. South 87 degrees 10 minutes 04 seconds West, a distance of 881.02 feet (call South 89 degrees 14 minutes 46 seconds West, a distance of 882.08 feet) to a 1/2 inch iron pipe found at an angle point in said common line;

3. North 88 degrees 59 minutes 15 seconds West, a distance of 129.33 feet (call North 86 degrees 48 minutes 36 seconds West, a distance of 128.65 feet) to a 1/2 inch capped iron pipe stamped "Kalkomey" found at the southwest corner of said 42.69 acre tract and southeast corner of a call 97.12 acre tract of land recorded in the name of Charles E. Odom in F.B.C.C.F. No. 9773118 from which a 3/4 inch iron pipe found on the common line between said 97.12 and 102.886 acre tract bears North 88 degrees 50 minutes 33 seconds West, a distance of 85.49 feet;

THENCE, with the common line between said 42.69 and 97.12 acre tracts, North 01 degrees 25 minutes 24 seconds West (call North 00 degrees 40 minutes 30 seconds West), at a distance 1,443.27 feet pass a 1/2 inch iron pipe found and continuing for a total distance of 2,021.19 feet (call 2,021.23 feet) to a 1/2 inch iron pipe found at the northwest corner of said 42.69 acre tract, the northeast corner of said 97.12 acre tract and being on the aforesaid south R.O.W. line of Hunt Road from which a 1/4 inch iron pipe found at the most northerly northwest corner of said 97.12 acre tract bears South 87 degrees 52 minutes 36 seconds West, a distance of 1,572.73 feet;

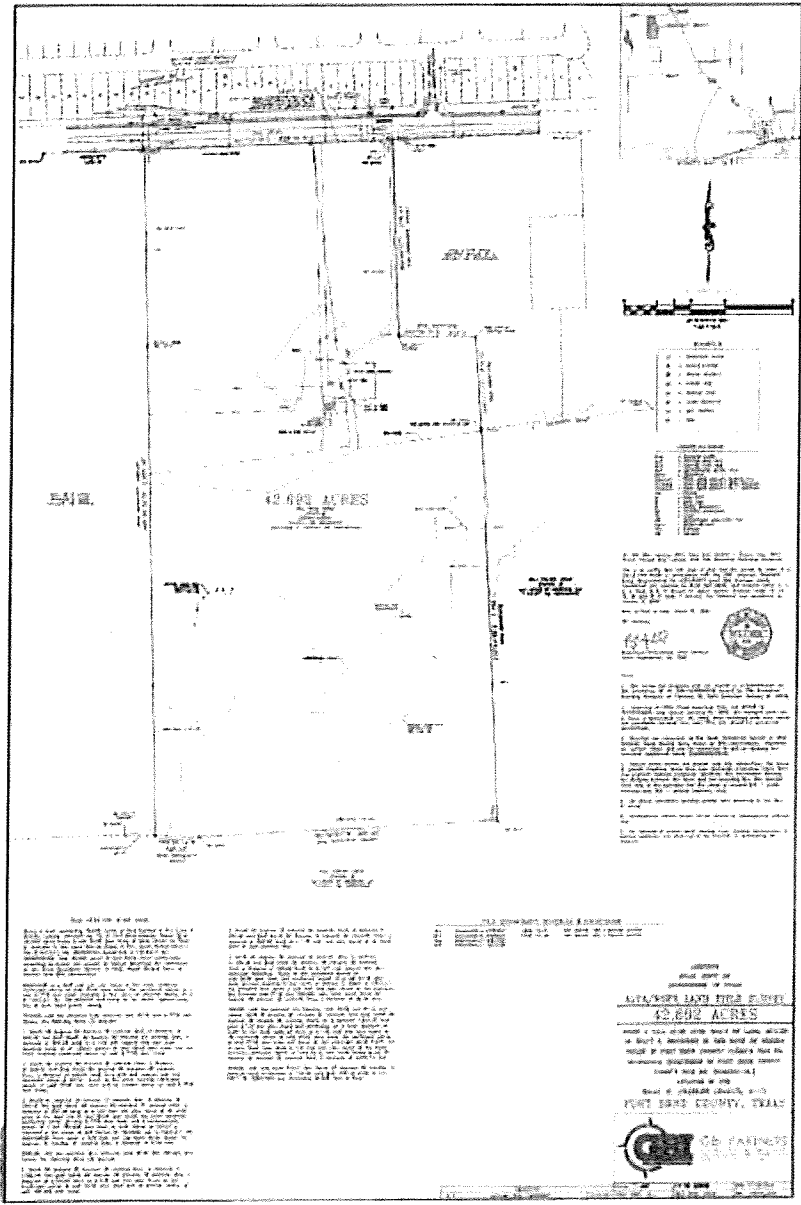
THENCE, with said south R.O.W. line, North 87 degrees 52 minutes 36 seconds East, a distance of 737.58 feet (call 737.43 feet) to the POINT OF BEGINNING and containing 42.692 acre of land.

THIS DESCRIPTION WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF KYLE A. KACAL, RPLS 6652, FILED UNDER JOB NO. 235533 IN THE OFFICES OF GBI PARTNERS.

GBI Partners
TBPELS Firm #10130300, 10194423
Ph: 281.499.4539
January 30, 2024



017302.000001\4886-6660-1963.v1



057 102 000001 1836 0000 0001 01