

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

**INTERLOCAL AGREEMENT FOR THE DEDICATION, FUNDING,
AND CONSTRUCTION OF WOODS ROAD RIGHT-OF-WAY**

This Interlocal Agreement for the Dedication, Funding and Construction of Right-of-Way (“Agreement”) is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”), by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the State of Texas, and FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 214 (“District”), a political subdivision of the State of Texas. County and District may hereinafter be collectively referred to as the “Parties” and each individually as a “Party.”

WHEREAS, District is the Master District political subdivision of a certain portion of real property consisting of 1,250 acres of land; however, there is only 674.6 acres of undeveloped land, more or less, situated along, west of, and adjacent to the Woods Road right-of-way, located in Fort Bend County, Texas (the “District’s Developable Property”); and

WHEREAS, District is developing a master-planned single-family and mixed use development to be constructed in multiple sections and/or phases located on District’s Developable Property known as Cross Creek West (the “CCW Subdivision”); and

WHEREAS, in connection with the development of the District’s Developable Property, the Parties have determined that, as a matter of public safety and convenience, it is in the public interest to require the funding, dedication, and construction of certain portions of Woods Road and to establish the terms and conditions by which County will accept certain segments of said road into the County Road Maintenance System; and

WHEREAS the County and the District, acting pursuant to their respective and independent authorities under the Texas Constitution and other applicable law, including the Texas Local Government Code and the Act with respect to the County, and Chapters 49 and 54 of the Texas Water Code and the Act with respect to the District, are authorized and desire to acquire real property and real property interests for public purposes, including road and transportation projects and public water, wastewater, and sanitary sewer facilities; and

WHEREAS, the County and District have determined it would be in the best interest of both Parties, and to the inhabitants thereof, that provisions be made for the

acquisition and improvement of Woods Road in accordance with the terms of this Agreement.

NOW, THEREFORE, County and District, 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 pursuant to which District will acquire, dedicate, design, and construct certain rights-of-way and detention in and adjacent to Woods Road. This Agreement also sets forth the terms and conditions pursuant to which the County will acquire, design, and construct certain rights-of-way and will accept Woods Road and related improvements provided for herein into the County Road Maintenance System.
2. **Recitals.** The parties acknowledge and agree that the recitals set forth above are a material part of this Agreement and are hereby incorporated by reference and made a part of this Agreement.
3. **Incorporated Documents.** This Agreement consists of the following documents and exhibits, which are incorporated herein by reference as if fully set forth and together and constitute the obligations and commitments of the parties under this Agreement. Any references to the term "Agreement" shall include all of the documents listed below and any attachments thereto.
 - (a) Interlocal Agreement For The Dedication, Funding, And Construction Of Woods Road Right-Of-Way
 - (b) The following exhibits:
 - Exhibit A**
Description of District's Developable Property
 - Exhibit B**
Description of Woods Road Segments
 - Exhibit C**
Donation Deed
 - Exhibit D**
Consent to Assignment

Exhibit E

Non-Standard Improvements and Materials

Exhibit F

Description of Cross Creek West

4. **Definitions.** For purposes of this Agreement and all other documents and exhibits attached hereto, all capitalized terms shall have the meanings set forth below. Any term not expressly defined herein shall have the meaning commonly ascribed to it in applicable law or regulation. Unless context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- (a) "Acceptance," "Accept," and/or "Accepted" means the formal acceptance of any roadway or public right-of-way by County into the County Road Maintenance System, as evidenced by official action of the Fort Bend County Commissioners Court. Unless otherwise expressly stated in this Agreement, Acceptance of a roadway or public right-of-way into the County Road Maintenance System will result in the County maintaining roads and roadside ditches only.
 - (b) "CCW" means Cross Creek West, an approximately 1,250 acre subdivision located in Fort Bend County, as described in Exhibit "F".
 - (c) "Complete," "Completed," and "Completion" shall mean the stage at which all work for each respective Segment of the Project has been completed in accordance with County standards and regulations as determined and certified by the County Engineer through the issuance of a written construction completion letter.
 - (d) "Convey," "Conveyance," or "Conveyed" shall mean the conveyance of any roadways or public rights-of-way in fee simple to County.
 - (e) "County Engineer" shall mean the Fort Bend County Engineer.
 - (f) "County Road Maintenance System" shall mean the system by which the County, acting by and through its Commissioners Court pursuant to the Texas Transportation Code and the Subdivision Regulations, has formally accepted for maintenance, repair, improvement, and upkeep certain public rights-of-way in the unincorporated part of the County that have been declared as County roads.

- (g) “Detention Capacity” means the storage volume to accommodate storm water runoff from a given area and restrict its discharge into a receiving body of water according to the approved drainage impact analysis for the given area. This volume may be provided within storm sewers, detention ponds, or channels.
- (h) “DR” shall mean D.R. Horton Texas, Ltd, a Texas limited partnership, and its successors and assigns.
- (i) “Effective Date” shall mean the date this Agreement is signed by the last signing party hereto.
- (j) “Project” means the planning, acquisition, design, construction, dedication, and improvement of Woods Road and related public infrastructure, including all Segments identified in Exhibit B, and encompassing the right-of-way, full boulevard construction, storm sewer and drainage facilities, detention capacity, traffic signals, and related easements, as described in this Agreement and the attached exhibits. Any references to “District portion of the Project” means all components of the Project that the District is responsible for planning, acquiring, designing, constructing, dedicating, and improving under this Agreement. Any references to “County’s portion of the Project” means all components of the Project that the County is responsible for planning, acquiring, designing, constructing, dedicating, and improving under this Agreement.
- (k) “Segment 1” means the portion of Woods Road approximately 1,665 linear feet in length, more adequately shown and described on Exhibit B.
- (l) “Segment 2” means the portion of Woods Road approximately 1,945 linear feet in length, more adequately shown and described on Exhibit B.
- (m) “Segment 3” means the portion of Woods Road approximately 4,865 linear feet in length, more adequately shown and described on Exhibit B.
- (n) “Segment 4” means the portion of Woods Road approximately 1,710 linear feet in length, more adequately shown and described on Exhibit B.
- (o) “Segment 5” means the portion of Woods Road approximately 540 linear feet in length, more adequately shown and described on Exhibit B.
- (p) “Storm Conveyance” means the means by which storm water runoff is transported from a given area to its ultimate outfall into a receiving body

of water. This includes the necessary capacity within storm sewers, detention ponds, and/or channels to allow for the transport of said runoff.

- (q) “Subdivision Regulations” shall mean the Fort Bend County Regulations of Subdivisions, as adopted in August 2002 and amended in July 2019.

5. Acquisition and Dedication of Right-of-Way.

- (a) Within one hundred and twenty (120) days of the Effective Date hereof, District shall acquire by purchase or other lawful means, land sufficient for the Project and dedicated as public right-of-way, whether by plat or deed, as identified in the table below. The County shall use its best efforts to acquire by purchase or other lawful means within one hundred and twenty (120) days land sufficient for the Project for public right-of-way purposes as identified in the table below.

East side		Acquisition Responsibility	
FBCAD listed Owner	R Number	ROW	Easements
J&J Family Ventures LLC	R49591	FBC	
Fort Bend Jordan Ranch LP	R378065	CCW	
ES Brotx Owner LLC	R344412	FBC	
F, H, & L 2012 Trust U/T/A 2012 etal	R49589	Tamarron West	
F, H, & L 2012 Trust U/T/A 2012 etal	R49589	Tamarron West	
F, H, & L 2012 Trust U/T/A 2012 etal	R203418	Tamarron West	
F, H, & L 2012 Trust U/T/A 2012 etal	R40960	Tamarron West	
1003 Franz Investments LTD	R516663	Tamarron West	
D R Horton Texas LTD	R556310	Tamarron West	
1003 Franz Investments LTD	R516663	Tamarron West	
1003 Franz Investments LTD	R516658	Tamarron West	CCW*
D R Horton Texas LTD	R541390	Tamarron West	CCW*
City of Fulshear Texas	R541385	Tamarron West/Fulshear	CCW*
MUD 222	R541386	Tamarron West	CCW*
MUD 214	R530115	CCW	
CCR West Inc	R554814	CCW	
Total			
West side		Acquisition Responsibility	
Owner	R Number	ROW	Easements
Fulshear FF Texas Holdings LP	R126255	CCW	
Fulshear FF Texas Holdings LP	R203414	CCW	
CCR West Inc	R404791	CCW	
Fulshear FF Texas Holdings LP	R31370	CCW	
Fulshear FF Texas Holdings LP	R418977	CCW	
Koy Land Trust 2	R311357	FBC	CCW*
Koy Land Trust 2	R31356	FBC	CCW*
Koy Land Trust 2	R520117	FBC	CCW*
Prime Landmark Properties Inc	R463865	FBC	CCW*

FBC: Fort Bend County
 CCW: Municipal Utility District No. 214
 CCW*: To be obtained by FBC and reimbursed by CCW
 Tamarron: D.R. Horton
 Fulshear: City of Fulshear

- (b) The County shall be responsible for obtaining any and all easements or road right-of-way not currently owned by the District or CCW as identified in the table above; however, the Parties acknowledge that certain easements within or affecting Woods Road (including land previously owned by an affiliate of CCR West Inc. or Fort Bend Jordan Ranch LP) have been transferred with legal notice of ten-foot public right-of-way easement dedication to the County, and the County is not responsible for additional compensation for obtaining those easements.
- (c) The County shall, on behalf of itself and the District, acquire all property interests needed for the widening, enhancement, and improvement of Woods Road and associated public infrastructure, including public water and sanitary sewer easements required by the District as shown in the table contained in Section 5(a).
- (d) The County is hereby expressly authorized to acquire, in its name and for the use and benefit of the District, any water, sewer and related easements in connection with the Project. Upon such acquisition, the County shall convey such easements or assign its interest therein to the District without additional consideration. The District shall reimburse the County for all actual costs attributable to the acquisition of the District's water and sewer easements, including appraisal, title, survey and, other acquisition related expenses, but excluding costs related to the County's road right-of-way acquisition. Reimbursement shall be made within thirty (30) days after conveyance or assignment of the applicable easement interests to the District and receipt of a written, itemized invoice from the County.

6. Design, Construction, and Maintenance of the Project.

(a) Design and Construction of Segments 1 and 2.

- (1) The District shall design and construct the full boulevard paving of Woods Road for Segment 1 and Segment 2 of the Project, which full boulevard shall consist of four (4) travel lanes (two northbound and two southbound), together with all associated drainage, Storm Conveyance, and Detention Capacity serving the road right-of-way. District shall further construct the storm sewer and provide adequate detention capacity for twenty-foot (20') reserves on both sides of Segments 1 and 2 public right-of-way.

- (2) District agrees to begin design and diligently pursue construction of Segments 1 and 2 when ninety percent (90%) of the District's Developable Property has been platted.
- (3) The District shall be responsible for all costs associated with crossing any pipeline easements within any Segment of the Project. The District may seek contribution for the same from DR pursuant to a separate agreement. However, no such agreement shall relieve the District of its obligations to County under this Agreement.
- (4) Upon completion of construction of Segment 1 and Segment 2, the District shall be responsible for the perpetual maintenance and repair of the Detention Capacity, the Storm Conveyance, and associated storm sewer and detention facilities. Upon County's Acceptance of Segment 1 and Segment 2, County shall be responsible for the perpetual maintenance and repair of the roads and roadside ditches within the right-of-way.

(b) **Segment 5**

- (1) The County shall design and construct the full boulevard paving of Woods Road Segment 5 for the Project, which full boulevard shall consist of four travel lanes (two northbound and two southbound). The design and construction plans for Segment 5 shall accommodate certain existing and future subdivision trunk lines serving the adjacent CCW subdivision (R554814), including a water line, a wastewater force main, and storm sewer box culvert, which box culvert shall be located beneath the southbound pavement of Segment 5.
- (2) Prior to the County's construction of the full boulevard for Segment 5 as provided above, the District shall:
 - a. Dedicate to the County, by plat or by donation deed in the form attached as Exhibit C, the road right-of-way necessary for Segment 5, together with twenty-foot (20') reserves on both sides of the roadway.
 - b. Design and construct a five-foot by four-foot (5' x 4') box culvert beneath the southbound pavement lanes of Segment 5 (the "Box Culvert"). The location and design of the Box

Culvert shall be subject to the review and approval of the County Engineer. The County shall connect the storm sewer inlets for Segment 5 to the Box Culvert.

c. Design and construct the water lines, sanitary sewer lines, Storm Conveyance, Detention Capacity, and associated storm sewer facilities for Segment 5, which design and construction plans shall be subject to the review and approval of the County Engineer.

(3) Upon completion of construction of Segment 5, the District shall be responsible for the perpetual maintenance and repair of the Detention Capacity, the Storm Conveyance, and associated storm sewer and detention facilities. Upon County's Acceptance of Segment 5, County shall be responsible for the perpetual maintenance and repair of the roads and roadside ditches within the right-of-way.

(c) **Traffic Signals.**

(1) The District shall be responsible for the design and construction of the traffic signal located at Tamarron Parkway and Woods Road and the traffic signal at Woods Road and Tamarron Crossing (collectively, the "Traffic Signals"). It is anticipated that District will enter into a separate agreement with DR regarding the design and construction of the Traffic Signals, however, no such agreement shall relieve the District of its obligations to County under this Agreement.

(2) The District shall design and construct the Traffic Signals in accordance with County standards and regulations. The design and construction of the Traffic Signals shall be subject to the review and approval of the County Engineer. Upon completion of construction of the Traffic Signals in accordance with such standards, regulations, and approval by the County Engineer, the County shall Accept the Traffic Signals.

(d) **Segments 3 and 4.**

(1) It is anticipated that County will enter into a separate agreement with DR regarding the dedication, design, construction, and maintenance of Segment 3 and Segment 4. Any such agreement is

expected to address, among other things, the design and construction of Segments 3 and 4 as a full boulevard, as well as the connection of storm sewer inlets.

- (2) Prior to the construction of Segment 4 as provided above, the District shall design and construct a five-foot by four-foot (5' x 4') box culvert beneath the southbound pavement lanes of Segment 4 (the "Box Culvert"). The location and design of the Box Culvert shall be subject to the review and approval of the County Engineer.
 - (3) The District will provide detention and trunk line storm sewer conveyance for Segment 4 and twenty-foot (20") reserves on both sides. Such Trunk Line, Storm Conveyance and Detention Capacity for Segment 4 shall be designed and constructed by District.
 - (4) The District will maintain all storm sewer facilities and the Box Culvert for Segment 4.
 - (5) The District acknowledges that the County is acquiring a 0.3096-acre sanitary sewer easement ("Easement") from Koy Land Trust 2 (R311357, R31356, and R520117) for the Project, which easement is anticipated to be assigned to the District. The District acknowledges that it has reviewed the proposed form of Easement and agrees to accept assignment of the Easement from the County subject to the terms and conditions of the Easement as executed, including provisions relating to the placement and protection of existing lighting fixtures and fencing on the property.
- (e) All design and construction plans prepared by the District and District's Engineer shall be submitted to the County Engineer for review and approval prior to the commencement of District's construction of any Project segment or other improvements under this Agreement. District shall construct its portions of the Project in accordance with the plans and specifications approved by the County Engineer.
- (f) District shall take all reasonable actions to ensure that its portion of the Project is constructed in a good and workmanlike manner with all reasonable diligence. District warrants, covenants, and agrees that the Project shall be constructed in accordance with the then current County standards and regulations. District further warrants, covenants, and agrees that all materials used for the Project will be of equal or greater strength

and suitability as the then current standards for County roads contained in County's standard requirements and regulations.

- (g) Each Party, at its sole cost and expense, shall obtain and keep in effect all licenses, permits, or other governmental authorizations required by law for its portion of the Project.
- (h) The District acknowledges that, upon completion of construction of any portion of the Project for which it is responsible under this Agreement, the District shall, at its sole cost and expense, be solely responsible for the operation, maintenance, and repair of such portion, including all related improvements, until such time as the County formally Accepts that portion of the Project into the County Road Maintenance System.

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 to each party's address provided below.

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 District: Fort Bend Municipal Utility District No. 214
Allen Boone Humphries Robinson LLP
Attn: Angie Lutz
3200 Southwest Freeway, Ste. 2600
Houston, Texas 77027
Email: alutz@abhr.com

With a copy to: Cross Creek West
Johnson Development Corporation
Attn: Stephen Brovarone
24285 Katy Freeway, Ste. 650
Katy, Texas 77494
Email: StephenBr@johnsondev.com

8. **Plat Approval.** All approvals any plat(s) under this Agreement shall be conditioned upon District's conformity and compliance with the Subdivision Regulations and the criteria established by this Agreement. Furthermore, County's approval of any such plat(s) shall be in accordance with the procedures established by the Subdivision Regulations.
9. **Bond Requirements.**
 - (a) Prior to the commencement of any construction under this Agreement, District shall procure, or cause to be procured, a bond, either with surety or secured by letter of credit, in the amount established by the County Engineer and approved by the Fort Bend County Commissioners Court.
 - (b) The bond with surety or bond with letter of credit, as applicable, shall be reduced by one-half upon the County's issuing a construction Completion letter and will be released upon Acceptance into the County Road Maintenance System.
 - (c) Roadways located within existing County Rights-of-Way (not part of a subdivision or street dedication plat) may be secured by a bond in the same amount required for a subdivision bond in lieu of a separate performance bond.
 - (d) District shall request County inspections upon completion of its respective segment and promptly correct any deficiencies identified during such inspections. Compliance with these inspections and corrections shall be a condition for any reduction or release of the applicable bonding.
10. **Inspection of the Project.** County shall have the right to inspect the progress of District's portion of the Project from time to time as it deems necessary in order to confirm the conformance of the Project with the approved design plans and terms and conditions of this Agreement.

11. **Completion of Project Segments.**

- (a) Completion of each Segment of the Project shall include a final inspection by County and the resolution of any punch list or closeout items by District with respect to its portion of the Project. District, and its Engineer, shall have the right to participate in County's final inspection. Any deficiencies identified by County shall be promptly communicated in writing and corrected by District.
- (b) District's portion of the Project shall be deemed Complete only upon certification by the County Engineer, evidenced by the issuance of a written construction completion letter. Such certification shall not be unreasonably withheld, conditioned, or delayed.

12. **Insurance Requirements.** Prior to commencement of any portion of the Project for which a Party is responsible for under this Agreement, such Party shall cause its contractors to furnish the other Party with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to other Party. Each Party's contractors shall provide certified copies of insurance endorsements and/or policies if requested by the other Party. Each Party's contractors shall maintain such insurance coverage from the time any construction commences until such work is Completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Each Party's contractors shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Each Party shall require that its contractors name the other as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of each Party's contractors shall contain a waiver of subrogation in favor of County. If required coverage is written on a claims-made basis, each Party's contractors shall warrant that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the work under this Agreement is completed.
- (f) Neither Party's contractors shall commence construction of its respective portion of the the Project until the insurance required herein has been obtained and certificates of such insurance have been filed with and approved by each Party. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to each Party. Approval of the insurance by one Party shall not relieve or decrease the liability of the other Party's contractors.

13. Conveyance and Acceptance of Roadways.

- (a) Upon Acceptance of District's portion of the Project into the County Road Maintenance System as provided in this Agreement, District may Convey to County, in fee simple, the applicable roadways or rights-of-way by donation deed in the form provided in "Exhibit C."
- (b) The Conveyed roadways or rights-of-way shall be free and clear of all liens, claims, or encumbrances, except for those encumbrances expressly permitted under this Agreement. Such permitted encumbrances shall be those pertaining to all valid easements, surface waivers, reservation of oil, gas and other minerals, and any utility easements.
- (c) Each party shall be responsible for its respective share of ad valorem taxes on the Roadways based on its period of ownership. Additionally, each Party shall be responsible for claiming and perfecting any tax exemptions to which each Party may be entitled.

14. **Term and Termination.**

- (a) The term of this Agreement shall commence upon the Effective Date and shall remain in effect until terminated by mutual written consent of the Parties.
- (b) The District's rights and obligations with respect to any maintenance and repair obligations expressly provided for in this Agreement shall survive the termination of this Agreement. Upon termination, the County and District shall enter into a separate agreement providing for such repair and maintenance obligations.

15. **Assignment.** District shall not assign its rights, duties, or obligations under this Agreement without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment without such prior written consent shall be null and void and of no effect. Upon any permitted assignment of all or a portion of this Agreement, the assignee shall assume full responsibility for all obligations assigned. Prior to any assignment, District shall execute and submit to County the Consent to Assignment form provided in **Exhibit D**. Such assignment must be evidenced by a written agreement with the assignee and, if applicable, approved by the District's and Assignee's Board of Directors. District shall provide County with a copy of the executed agreement and, if requested, the relevant Board approval minutes.

16. **DISTRICT ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION(S) MADE BY DISTRICT 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. TO THE EXTENT ALLOWED BY LAW, DISTRICT HEREBY RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT. TO THE EXTENT ALLOWED BY LAW, DISTRICT 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.**

17. **Time.** Time is of the essence in all matters pertaining to the performance of this Agreement. District shall construct the District's portion of the Project in accordance with the Subdivision Regulations and the terms and conditions of this Agreement. Failure to complete its portion of the Project in a timely manner and/or in compliance with the Subdivision Regulations may result in the County making a claim against the bonds required under this Agreement. The County shall use reasonable efforts to provide notice to District of its intent to make such a claim prior to doing so.
18. **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, 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.
19. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. **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 made by written amendment signed by each Party. **IT IS ACKNOWLEDGED BY DISTRICT 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.

21. **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.
22. **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 or District of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
23. **Benefit.** This Agreement shall be for the sole and exclusive benefit of County and District and shall not be construed to confer any benefit or right upon any other party.
24. **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.
25. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, DISTRICT 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.
26. **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.
27. **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.

28. **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.

29. **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 PAGE FOLLOWS}

SIGNED and AGREED to this _____ day of _____, 2026.

FORT BEND COUNTY, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, County Engineer

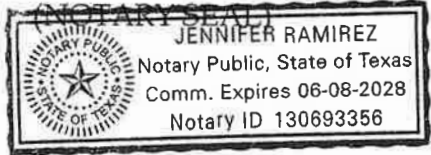
DISTRICT:

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 214

By: [Signature]
Name: Roshell Arterburn
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23rd day of March,
2026, by Roshell Arterburn, President of Fort
Bend County Municipal Utility District No. 214 on behalf of said political subdivision.

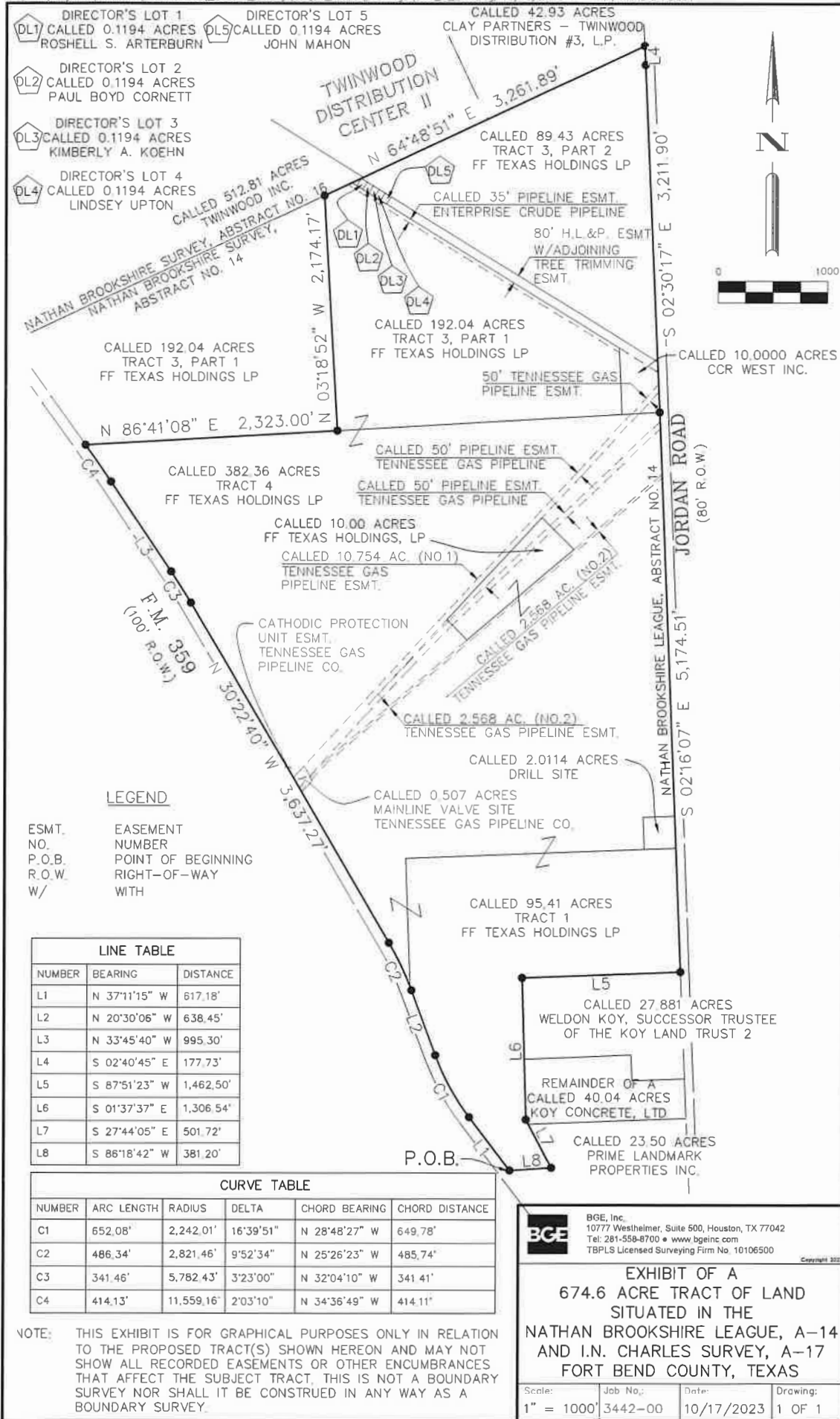


Jennifer Ramirez
Notary Public, State of Texas

Exhibit A

Interlocal Agmt - MUD 214
25-Eng-100926

4915-1801-1539 v.1



LEGEND

ESMT. EASEMENT
 NO. NUMBER
 P.O.B. POINT OF BEGINNING
 R.O.W. RIGHT-OF-WAY
 W/ WITH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 37°11'15" W	617.18'
L2	N 20°30'06" W	638.45'
L3	N 33°45'40" W	995.30'
L4	S 02°40'45" E	177.73'
L5	S 87°51'23" W	1,462.50'
L6	S 01°37'37" E	1,306.54'
L7	S 27°44'05" E	501.72'
L8	S 86°18'42" W	381.20'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	652.08'	2,242.01'	16°39'51"	N 28°48'27" W	649.78'
C2	486.34'	2,821.46'	9°52'34"	N 25°26'23" W	485.74'
C3	341.46'	5,782.43'	3°23'00"	N 32°04'10" W	341.41'
C4	414.13'	11,559.16'	2°03'10"	N 34°36'49" W	414.11'

NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED TRACT(S) SHOWN HEREON AND MAY NOT SHOW ALL RECORDED EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT, THIS IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

BGE, Inc.
 10777 Westheimer, Suite 500, Houston, TX 77042
 Tel: 281-558-8700 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106500

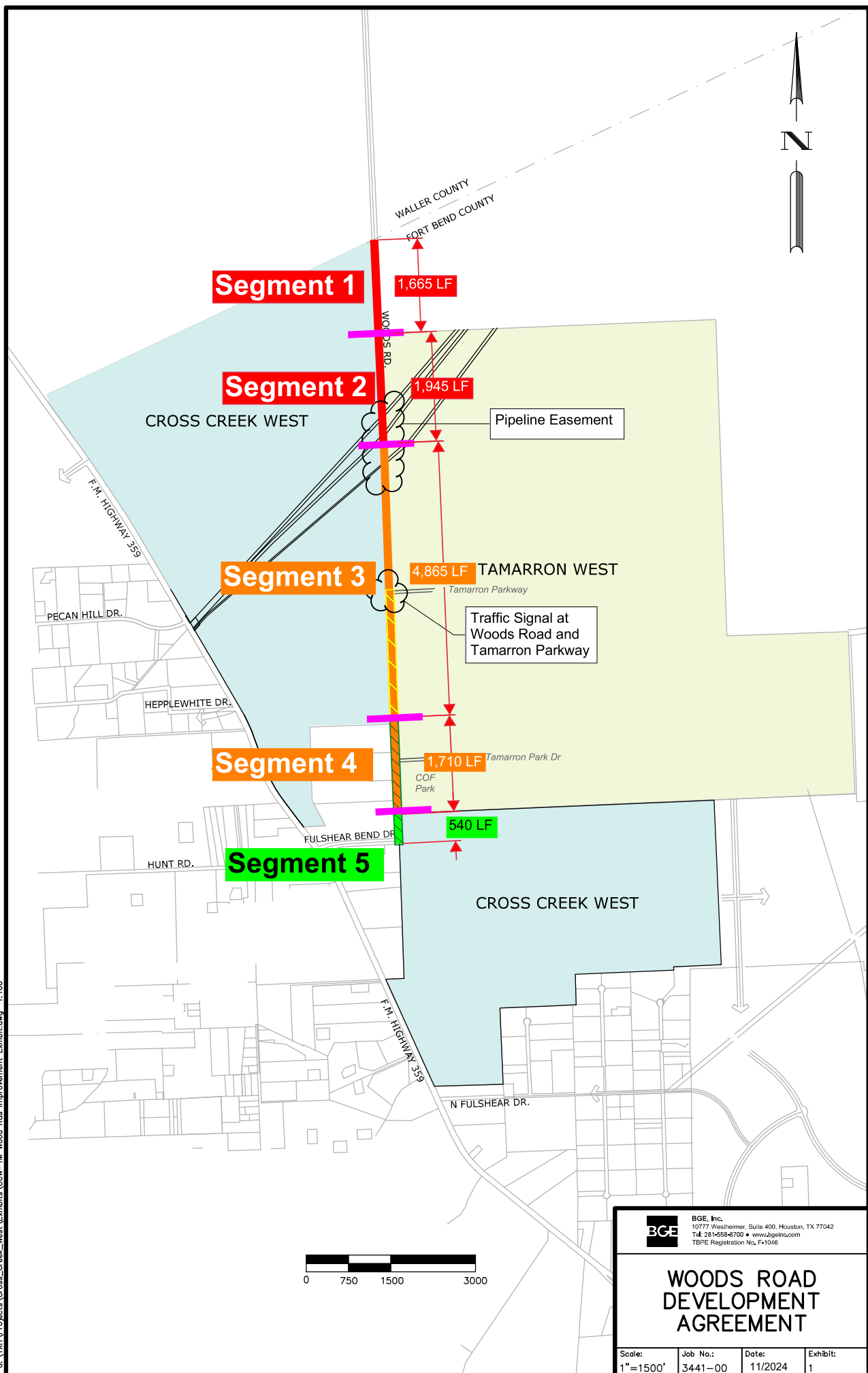
**EXHIBIT OF A
 674.6 ACRE TRACT OF LAND
 SITUATED IN THE
 NATHAN BROOKSHIRE LEAGUE, A-14
 AND I.N. CHARLES SURVEY, A-17
 FORT BEND COUNTY, TEXAS**

Scale: 1" = 1000' Job No.: 3442-00 Date: 10/17/2023 Drawing: 1 OF 1

Exhibit B

Interlocal Agmt - MUD 214
25-Eng-100926

4915-1801-1539 v.1



G:\T\T\Projects\Cross_Creek_West\Exhibits\CCW-TM Wood Rds Improvement Exhibit.dwg 1:100

	<p>BGE, Inc. 10777 Westheimer, Suite 400, Houston, TX 77042 Tel: 281-558-6700 • www.bgeinc.com TBPE Registration No. F-1046</p>		
<h3>WOODS ROAD DEVELOPMENT AGREEMENT</h3>			
Scale: 1"=1500'	Job No.: 3441-00	Date: 11/2024	Exhibit: 1

Exhibit C

Interlocal Agmt - MUD 214
25-Eng-100926

4915-1801-1539 v.1

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.

RIGHT-OF-WAY DONATION DEED

Grantor: [Insert Grantor Name],
a [Insert Grantor Status]

Grantor's Mailing Address:

c/o [Manager]
[Insert Grantor Address]
[City, State, Zip]

Grantee: FORT BEND COUNTY, TEXAS,
a political subdivision of the State of Texas

Grantee's Mailing Address:

c/o County Judge
301 Jackson St.
Richmond, Texas 77469

Grantee's Authority: Fort Bend County, Texas, acting by and through the Fort Bend County Commissioners Court, is authorized under the Section 81.032 of the Texas Local Government Code to accept donations of property for the purpose of performing a function conferred by law on the County. Fort Bend County, Texas, acting by and through the Fort Bend County Commissioners Court, is also authorized under Section 252.019 of the Texas Transportation Code to accept donations of property to aid in building or maintaining roads in the County.

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements): All of those certain tracts or parcels of land situated in Fort Bend County, Texas and more particularly described in "Exhibit A" attached hereto and incorporated herein by reference (collectively, the Property").

Reservations from Conveyance: None.

Exceptions to Conveyance: This conveyance is made and accepted subject to any and all valid easements, outstanding mineral and/or royalty interests and reservations in the oil, gas, and other minerals, surface waivers, and utility conveyances affecting the Property herein conveyed, now of record in the County Clerk's Office of Fort Bend County, Texas, but only to the extent they are still in force and effect and applicable to the Property.

This conveyance is made to Fort Bend County, Texas for public use and enjoyment as and for a public street or road, together with the right to install, construct, maintain, repair, and operate facilities thereunder for electrical power and telecommunications, gas, water, sanitary, and storm sewer lines (if any), and is executed by Grantor and accepted by Grantee subject to the terms, conditions, and provisions hereof.

Grantor hereby acknowledges Grantor's use of and access to the Property herein conveyed shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof.

Grantor acknowledges that the Property, or parts thereof, may contain certain "Non-Standard Improvements and Materials" that are not part of Grantee's standard and routine right-of-way/road maintenance including, but not limited to: storm sewers and associated outfalls, detention ponds, sidewalks, sidewalk ramps, trails, monument signs, landscaping, trees, 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. Notwithstanding the conveyance of the Property in fee simple, Grantee does not accept and shall have no obligation to repair, replace, maintain, or operate such Non-Standard Improvements and Materials. Grantor acknowledges and agrees that Grantor shall remain solely responsible and liable for the repair, replacement, maintenance, and operation of the Non-Standard Improvements and Materials subject to the terms and conditions of that certain Agreement approved by the Fort Bend County Commissioners Court on _____, 202____, a copy of which is attached hereto as "Exhibit B" and incorporated herein by reference.

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.

Grantor, for the Consideration and subject to the reservations from and exceptions to conveyance, GRANTS, GIVES, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

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 period of ownership. Grantor and Grantee shall be responsible for applying and perfecting any exemption for which it is entitled relating to period of ownership.

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

{Execution Pages Follow}

{The Remainder of this Page Intentionally Left Blank}

Exhibit D

Interlocal Agmt - MUD 214
25-Eng-100926

4915-1801-1539 v.1

CONSENT TO ASSIGNMENT AND FIRST AMENDMENT TO AGREEMENT

THIS CONSENT TO ASSIGNMENT AND FIRST AMENDMENT TO AGREEMENT (“Consent and First Amendment”) is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, _____ (“Assignor”), a _____, and _____ (“Assignee”), a _____. County, Assignor, and Assignee may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, on _____, 202____ {insert effective date of Agreement}, County and Assignor entered into that certain Agreement _____ (“Agreement”) for _____ {insert name of Subdivision}.

WHEREAS, Assignor desires to assign all of its rights, responsibilities; obligations, liabilities, and interest under the Agreement to Assignee and Assignee desires to accept and assume the same; and

WHEREAS, County, by execution of this Consent and First Amendment, is willing to consent to such assignment subject to the terms, conditions, and amendments provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do hereby agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Consent and First Amendment.
2. **Consent and Assignment.**
 - (a) **County’s Consent.** County hereby consents to and approves of Assignor’s assignment to Assignee of all its rights, responsibilities, obligations, liabilities, and interest under the Agreement subject to the amendments provided in Section 3 below (the “Amendments”).
 - (b) **Assignor’s Assignment.** Assignor hereby assigns, transfers, and conveys to Assignee all of its rights, responsibilities, obligations, liabilities, and interest under the Agreement subject to the Amendments.
 - (c) **Assignee’s Acceptance.** Assignee hereby accepts such assignment of the Agreement from Assignor and expressly assumes all of Assignor’s rights, responsibilities, obligations, liabilities, and interest under the Agreement and agrees to accept and perform the same subject to the Amendments. Assignee

acknowledges, confirms, and agrees that it has received a copy of the Agreement and all subsequent amendments (if any) and is aware of all terms and conditions of the Agreement, and agrees to be bound by all terms and conditions thereof.

3. Amendments to the Agreement.

(a) The term “_____” in the Agreement shall be amended to mean _____ *{Insert Name of Assignee}* as of _____ 202__ *{insert effective date of Agreement}*. The term “_____” in the Agreement shall no longer mean _____ *{insert name of Assignor}*.

(b) Section 3 of the Agreement is modified as notice to Assignee and is amended as follows:

If to _____:

Address:

With a Copy To:

4. Acknowledgment. By execution of this Consent and First Amendment, Assignee acknowledges, confirms, and agrees that it has received a copy of the Agreement and all subsequent amendments (if any) and is aware of all terms and conditions of the Agreement.

5. Modifications and Conflict. Any provisions of the Agreement not specifically amended or modified by this Consent and First Amendment shall remain in full force and effect in all other respects and shall continue to be binding on Assignee and County. If there is a conflict among documents that make up the Agreement, this Consent and First Amendment shall prevail with regard to the conflict.

{Execution Pages Follow}

IN WITNESS WHEREOF, and intending to be legally bound, County, Assignor, and Assignee hereto have executed this Consent and First Amendment to be effective on the date signed by the last Party hereto.

SIGNED AND ENTERED this ____ day of _____, 202__.

FORT BEND COUNTY, TEXAS

KP GEORGE,
COUNTY JUDGE

ATTEST:

Laura Richard,
County Clerk

APPROVED:

J. Stacy Slawinski, County Engineer

ASSIGNOR:

(Assignor Name)

a _____
(Type of Entity)

Name – Signature

Name - Printed Name

Title

Acknowledgement

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned notary, on the _____ day of _____, 202____, by _____, _____ of _____, a _____ on behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Exhibit E

This Exhibit E is attached to and incorporated into the Agreement for the Dedication, funding, and construction of Woods Road Right-of-Way.

LANDSCAPING:

All Landscaping within the Cross Creek West Subdivision shall be subject to the following:

- (1) Intersection sight triangles shall be provided upon request of the County Engineering Department. Adequate sight distances within the public rights-of-way of the Subdivision must be maintained in accordance with AASHTO and County site distance criteria.
- (2) If County determines that any landscaping poses a threat or danger to the public by obstructing or impairing sight distance for vehicular or pedestrian traffic, then County shall notify Developer in writing of such threat or danger. Upon receipt of County's written notice, Developer shall immediately remove or relocate such landscaping within the time prescribed by County. Additionally, County, in its sole discretion, shall have the right to remove any landscaping that poses a threat or danger to the public.
- (3) Developer shall designate the applicable Municipal Utility District ("MUD") or Homeowner's Association ("HOA") as having the responsibility to maintain items within the common areas of the Subdivision. Acceptance of responsibility shall be documented in the meeting minutes of the entity and a copy of the minutes shall be provided to the County prior to Acceptance of the roadways into the County Road Maintenance System.
- (4) Developer shall designate the responsible party for maintaining vegetation within the County right-of-way adjacent to each residential lot. This may be the lot owner, HOA, or MUD.
 - a. Acceptance of responsibility by the HOA or MUD shall be documented in the meeting minutes of the entity and a copy of the minutes shall be provided to the County prior to acceptance of any roadways or public rights-of-way into the County Road Maintenance System.

- b. If a lot owner is responsible for maintenance, a copy of the standard closing disclosure document shall be provided to the County prior to the County's acceptance of any roadways or public rights-of-way into the County Road Maintenance System. The HOA shall be responsible for ensuring the lot owner's compliance with this requirement.
 - c. Minimum vertical clearance over streets shall be sixteen feet (16').
 - d. Minimum vertical clearance over sidewalks shall be ten feet (10'). Minimum horizontal clearance from sidewalk shall be three inches (3").
- (5) Any irrigation, landscaping, or other items placed within the county right of way is at risk. The County, including its employees, agents, successors, assigns, contractors, and subcontractors, shall not be responsible for any damage to such items.

DRAINAGE SYSTEMS:

Drainage systems shall include detention ponds, outfalls, storm sewer, manholes, inlets, ditches not within the roadway right of way, and all other items associated with the drainage for the Subdivision.

FENCING:

Fences shall include masonry and wood fencing. Fencing is not allowed within the roadway or public right-of-way.

SIGNAGE:

Signage within the Subdivision shall be subject to the following:

- (1) Decorative Street Name and Regulatory Signage (including decorative poles and supports) may be constructed and installed in The Subdivision.
- (2) Subdivision Monument Signs:
 - a. May be placed within the median of roadways and public rights of way.
 - b. May not be placed between the curb and right of way line.

- c. County may require removal or relocation at any time at no cost to the County.
- (3) Temporary Builder Signs:
- a. Builder signs may be allowed in the right-of-way only while homes are being constructed. Once homebuilding has ended, all builder signs shall be removed at no cost to the County.
 - b. Signs are only allowed within the Subdivision. If placed on adjacent roadways or public rights-of-way, signs shall be on the Subdivision side and not placed adjacent to another subdivision without written permission.
 - c. Any signs placed that obstruct sight distance or impair farm equipment shall be removed within 72 hours of notification at no cost to the County.

SIDWALKS AND WHEELCHAIR RAMPS:

Sidewalks and wheelchair ramps within public rights-of-way shall be designed and constructed as follows:

- (1) Wheelchair ramps shall be installed in public rights-of-way and constructed in accordance with the Americans with Disabilities Act, Texas Accessibility Standards, and County standards and as determined by the County Engineer.
- (2) Sidewalks may be situated adjacent to or flushed along the edge of the public right-of-way or within landscape reserves.
- (3) Sidewalks shall not be installed adjacent to the curb without specific approval of the County. Sidewalks installed adjacent to the curb shall be wider than typical sidewalks.

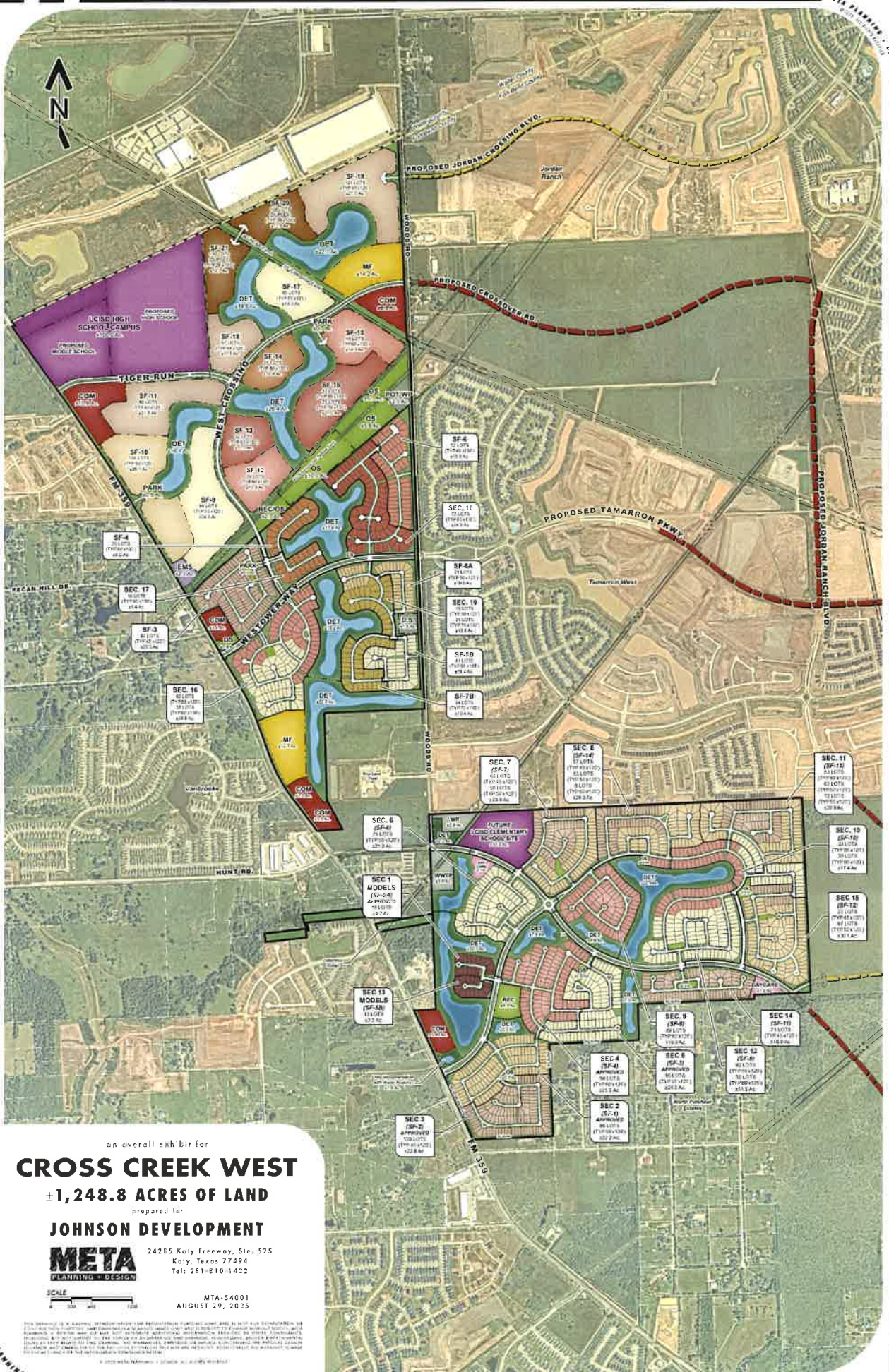
COLORED AND/OR STAMPED CONCRETE AND PAVERS:

Decorative upgraded concrete is permissible and may be installed within public rights-of-way. Design and color shall be approved by the County.

Exhibit F

Interlocal Agmt - MUD 214
25-Eng-100926

4915-1801-1539 v.1



an overall exhibit for
CROSS CREEK WEST

±1,248.8 ACRES OF LAND

prepared for
JOHNSON DEVELOPMENT

24285 Koly Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-54001
 AUGUST 29, 2025

THIS DOCUMENT IS A PRELIMINARY DESIGN AND CONSTRUCTION DOCUMENT. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT ASSUMES ALL RISK OF INADEQUACIES IN THE DESIGN AND CONSTRUCTION. THE DESIGNER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE DESIGNER IS NOT RESPONSIBLE FOR ANY OTHER ASPECTS OF THE PROJECT. THE DESIGNER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE DESIGNER IS NOT RESPONSIBLE FOR ANY OTHER ASPECTS OF THE PROJECT.

PLANNING - DESIGN