ROAD DEVELOPMENT AGREEMENT

between

FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, on the one hand, and

DJH RANCHING LP, a Texas limited partnership, and CAT HIL FULSHEAR, LLC, a Texas limited liability company, on the other hand.

ROAD DEVELOPMENT AGREEMENT

This ROAD DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of the Effective Date (as defined in Section 5.16 hereof), by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (the "County", or "Grantee"), on the one hand, and DJH RANCHING LP, a Texas limited partnership ("DJH"), and CAT HIL FULSHEAR LLC, a Texas limited liability company ("CAT") (DJH and CAT being hereinafter each called a "Grantor", or collectively "Grantors"), on the other hand. The County and Grantors are each individually at times referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

Grantors own approximately 3,557.386 acres of generally undeveloped land in the County that lies generally south of FM 1093, west of FM 359 and north of Jones Creek identified herein as "Fulshear Ranch", and more fully described on Exhibit B of Exhibit "B" (Legal Description of Adjacent Property) attached hereto, each Grantor owning an undivided fifty percent (50%) interest in said land.

The County has undertaken the design and construction of an expansion of the FM 1093/Westpark Tollway Extension (hereinafter defined), a portion of which traverses Fulshear Ranch. As used herein, the term "FM 1093/Westpark Tollway Extension" shall mean the highway and tollway construction project, consisting initially of the extension of FM 1093 (at-grade improvements only) in Fort Bend County, Texas, west of the intersection of FM 1093 and the Grand Parkway, to and including the proposed intersection with of FM 1093 and the proposed

Texas Heritage Parkway west of the northwestern corner of the Fulshear Ranch, followed by construction of the Westpark Tollway proximate thereto.

This Agreement is designed to cause the FM 1093/Westpark Tollway Extension to accommodate the orderly development within and around the Fulshear Ranch, and for Grantors to donate to the County, certain right-of-way and certain drainage easements in exchange for modifications to the design of the FM 1093/Westpark Tollway Extension.

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

AGREEMENT

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

ARTICLE I

RECITALS; INTERPRETATION

Section 1.1 <u>Recitals</u>. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement. However, to the extent of any conflict between the provision of the recitals and the other provisions of this Agreement, the other provisions of this Agreement shall prevail.

Section 1.2 <u>Titles, Headings and Exhibits</u>.

- 1.2.1 The titles, headings and captions appearing in the articles of this Agreement and following each numbered section of this Agreement (but excluding the titles, headings and captions set forth in the exhibits to this Agreement, where the context indicates that same are used as definitions therein) are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provisions hereof, or in connection with the duties, obligations or liabilities of the respective Parties hereto or in ascertaining intent, if any questions of intent should arise.
- 1.2.2 The exhibits attached hereto are incorporated as part of this Agreement for all purposes.

Section 1.3 <u>Interpretation of Agreement.</u>

- 1.3.1 This Agreement and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.
- 1.3.2 Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and *vice versa*, and words of the singular number shall be construed to include correlative words of the plural number and *vice versa*. The word "include," and any of its derivatives, shall be interpreted as language of example and not of limitation, and shall be deemed to be followed by the words "without limitation," unless otherwise expressly provided herein.

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

ARTICLE II

FM 1093/WESTPARK TOLLWAY EXTENSION

Section 2.1 Right-of-Way Dedication.

Grantors will donate the parcel of land more particularly described by metes and bounds in Exhibit "A" attached hereto and referred to herein as the "Fulshear Ranch ROW" to the County pursuant to the form of Donation Deed attached hereto as Exhibit "B" (the "Donation Deed"). The execution and delivery of the Donation Deed will occur within 2 days of the Effective Date. Within 30 days of the Effective Date, the County will provide the Grantors all documents necessary to comply with IRS regulations related to the deductibility by Grantors of the donations contemplated by the Donation Deed, Drainage and Detention Easement and Quitclaim Deed (collectively, the "Conveyance Documents"), including the donation acknowledgment in the form of Exhibit "D" attached hereto and incorporated herein (collectively, the "Donation Acknowledgement"),

Section 2.2 <u>Drainage and Detention</u>. Grantors will convey to the County a Drainage and Detention Easement in substantially the form shown in the attached **Exhibit "C"** attached hereto (the "<u>Drainage and Detention Easement</u>") sufficient to accommodate storm water storage and discharge from the FM 1093/Westpark Tollway Extension in accordance with the storage amount and flow rate criteria shown in the chart contained within Exhibit E of **Exhibit "C"**

attached hereto (the "Required Drainage Capacity"). The execution and delivery of the Drainage and Detention Easement will occur within 2 days of the Effective Date.

Section 2.3 <u>Design and Construction</u>.

In consideration of the Conveyance Documents, the County will (i) construct the FM 1093/Westpark Tollway Extension in strict accordance with the requirements of this Agreement and otherwise in substantial conformity with the Plans and Specifications prepared by Dannenbaum Engineering for the County dated June 14, 2017, and which Plans and Specifications are in all material respects the same as the set of plans included in the official bid for the construction contract, which the County awarded prior to the Effective Date incorporated herein by reference ("Westpark Plans") and in accordance with the timing requirements, specifications, features, and other terms and conditions identified in, or required by, the Conveyance Documents, and (ii) strictly observe the other covenants, requirements, restrictions, terms, provisions and conditions of this Agreement, all of which are intended to benefit the Fulshear Ranch and Grantors, and Grantors' respective successors and assigns, and all of which shall be binding on the County and its successors and assigns.

Section 2.4 Coordination/ Other Approvals.

2.4.1 The County and Grantors agree to reasonably cooperate with the Texas Department of Transportation ("TxDOT"), and any other political subdivision with jurisdiction over the Fulshear Ranch or the FM 1093/Westpark Tollway Extension, or FM 1093, as necessary, on final plan adjustments and the final locations of proposed improvements, crossings, Drainage and Detention Facilities, and any other items required to be refined and coordinated outside of this Agreement in order to facilitate the timely and orderly completion of the FM 1093/Westpark

Tollway Extension, which have been approved by Grantors or Grantors' successors or assigns, in accordance with this Agreement.

- 2.4.2 To the extent that any legally binding approval, permit or other action from or by from another jurisdiction (e.g., TxDOT, or City of Fulshear), which has not already been obtained, is required under applicable law for the County to complete the FM 1093/Westpark Extension Project and allow Grantors to fully realize on a practical and legal basis the rights and benefits of this Agreement, the Donation Deed, or the Drainage Easement, the County will use its best efforts to secure that approval or permit, or to assist the Grantors in securing that approval or permit.
- 2.5 Quitclaim of Rail Right-of-Way. Grantors will execute for the benefit of the County a Quitclaim Deed in substantially the form shown in the attached **Exhibit** "E" (the "Quitclaim Deed"). The execution and delivery of the Quitclaim Deed will occur within 2 days of the Effective Date.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

- Section 3.1 <u>Grantors</u>. Each Grantor represents and warrants to the County that, as of the Effective Date:
- 3.1.1 It is an entity of the type listed in the preamble hereof, duly organized, validly existing and operating under the laws of the State of Texas;

- 3.1.2 The person executing this Agreement on behalf of such Grantor has full power, authority and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;
- 3.1.3 The form, execution, delivery and performance by such Grantor of this Agreement has been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which such Grantor is a party or by which it or any of its properties may be bound; and
- 3.1.4 This Agreement is a legal, valid and binding obligation of the Grantor enforceable against the Grantor in accordance with its terms.
- Section 3.2 <u>The County</u>. The County represents and warrants to Grantors that, as of the Effective Date:
- 3.2.1 It is a political subdivision of the State of Texas, duly organized, validly existing and operating under the laws of the State of Texas;
- 3.2.2 It has full power, authority and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;
- 3.2.3 The form, execution, delivery and performance by the County of this Agreement have been duly authorized by all necessary action and do not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which the County is a party or by which it or any of its properties may be bound; and
- 3.2.4 This Agreement is a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms.

ARTICLE IV

BREACH NOTICE AND REMEDIES

Section 4.1 <u>Breach of Agreement</u>. The Parties have entered into this Agreement in good faith and in the belief that it is mutually advantageous to them. It is with that same spirit of cooperation that County and, subject as hereinafter provided, Grantors, pledge to attempt to resolve any dispute amicably without the necessity of litigation, if possible. In the event that one Party believes that any other Party or Parties has or have, by act or omission, breached this Agreement, the provisions of this Article IV shall be applicable to such default.

Section 4.2 Notice of <u>Default</u>.

- 4.2.1 A Party or Parties shall notify the other Party(ies) in writing of an alleged failure by such other Party(ies) to comply with a provision of this Agreement, which notice shall describe the alleged failure in reasonable detail. The alleged defaulting Party(ies) shall, within thirty (30) calendar days after receipt of such notice, or within such longer period of time as the aggrieved Party(ies) may specify in such notice, either cure such alleged failure or, in a written response to the aggrieved Party(ies), either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.
- 4.2.2 The aggrieved Party(ies) shall determine: (i) whether a failure by the other Party(ies) to comply with this Agreement has occurred, (ii) whether such failure is excusable under the terms of this Agreement, and (iii) whether such failure has been cured or will be cured by the alleged defaulting Party(ies) within a timetable satisfactory to the aggrieved Party(ies) acting in its or their sole discretion. The alleged defaulting Party(ies) shall make available to the aggrieved

Party(ies), if requested, any records, documents or other information reasonably necessary to make the determination.

- 4.2.3 In the event that the aggrieved Party(ies) determines or determine that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule satisfactory to the aggrieved Party(ies) acting in its or their sole discretion, or that such failure is excusable under the terms of this Agreement, such determination shall conclude the matter.
- 4.2.4 If the aggrieved Party(ies) determines or determine that a failure to comply with a provision has occurred and that such failure is not excusable under the terms of this Agreement and has not been or will not be cured by the alleged defaulting Party(ies) in a manner and in accordance with a schedule satisfactory to the aggrieved Party(ies) in its or their sole discretion, then the aggrieved Party(ies) and the alleged defaulting Party(ies) shall proceed to mediation under Section 4.3.
- Section 4.3 <u>Mediation</u>. In the event the Parties cannot or do not, within thirty (30) days after any cure period applicable pursuant to Section 4.2, resolve their dispute pursuant to the procedures described in Section 4.2, the Parties agree to submit the disputed issue to non-binding mediation in accordance with the provisions of Chapter 2009, Texas Government Code, as amended, and the provisions of the Texas Civil Practices and Remedies Code, as amended. The Parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue after not less than ten (10) hours of mediation or within thirty (30) days after mediation is requested. The Parties participating in the mediation shall share the fees and expenses of the mediator equally, but each Party shall otherwise pay its own attorneys' and other fees and costs incurred with respect to the mediation.

- Section 4.4 <u>Remedies</u>. The Parties do not intend to hereby specify, and this Agreement shall not be considered as specifying, an exclusive remedy for any default.
- Section 4.5 <u>No Waiver</u>. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or of performance by any other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.
- Section 4.6 <u>Applicable Law</u>. This Agreement shall be construed under and in accordance with the laws of the State of Texas, other than its conflicts of laws principles.

ARTICLE V

MISCELLANEOUS PROVISIONS

- Section 5.1 <u>Term and Termination</u>. Unless otherwise terminated as provided herein, this Agreement shall remain in full force and effect from the Effective Date until Completion of all projects contemplated in this Agreement in accordance with the Fulshear Ranch Terms & Conditions and the other requirements, specifications, terms and provisions of this Agreement, unless, this Agreement is sooner terminated in writing with the mutual consent of the Parties. This Agreement expressly survives the delivery of the Conveyance Documents, the Donation Acknowledgement.
- Section 5.2 <u>Time of the Essence</u>. Time is of the essence in all things pertaining to the performance of this Agreement.
- Section 5.3 <u>Waiver of Governmental Immunity</u>. To the maximum extent permitted by applicable laws, the County hereby waives any constitutional, statutory or common law right to

sovereign or governmental immunity from liability or suit and expressly consents to be sued and liable to the extent necessary for each of the Parties to enforce this Agreement, but only as to each of the Parties and this Agreement.

Section 5.4 Parties in Interest. The Parties agree that there are no third-party beneficiaries, express or implied, to this Agreement. This Agreement contemplates performances of certain obligations by other entities that are not party to this Agreement. However, either Party may cause its obligations under this Agreement to be performed by another entity either thru an assignment of this Agreement or pursuant to another agreement, but without relieving such Party from full and primary responsibility to the other Party for the performance of such obligations. The Parties agree that full and complete performance by another entity of one Party's obligations under this Agreement, in accordance with this Agreement, will discharge the performed obligations of that Party under this Agreement.

Section 5.5 Approvals by Parties. Whenever this Agreement requires or permits approvals or consents to be hereafter given by Grantors, or Grantors' successors or assigns, the County agrees that such approval or consent shall not be unreasonably withheld, conditioned, delayed or denied, except where otherwise provided in this Agreement. Any approval or consent of a Party must be in writing in order to be effective but in the case of the County, such approval or consent may be evidenced by an, order or orders, a resolution or resolutions, or other appropriate action adopted by the governing body of the County, in a meeting held in compliance with applicable law, or by an appropriate certificate or other writing executed by a person, firm, or entity authorized to determine and give approval or consent on behalf of the County. Such approval or consent shall be effective without regard to whether given before or after the time for such approval or consent, if any, required herein.

Section 5.6 <u>No Joint Venture, Partnership or Agency</u>. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship by and among the Parties.

Section 5.7 No Liability for Indebtedness. It is expressly understood and agreed that nothing in this Agreement has the effect of causing any Party to assume, guarantee or become in any way liable for any bond, warrant, note or other indebtedness or obligation of any other Party. In addition, in the case of Grantors, neither Grantor shall be obligated to guarantee or otherwise cause to be performed any obligation of the other Grantor, it being understood and agreed by the County that each Grantor is responsible solely for its own obligations hereunder and not those of any other Grantor, and solely with respect to its own undivided fifty percent (50%) interest in the Fulshear Ranch, and that the obligations of Grantors hereunder are not joint and several obligations. To the extent of any irreconcilable conflict between the provisions of this Section and any other provisions of this Agreement (including but not limited to, the Conveyance Documents and the exhibits hereto), the provisions of this Section shall prevail.

Section 5.8 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than the payment of money unless due to a general and widespread economic collapse or moratorium on banking activities within the United States of America or the State of Texas, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure event relied upon, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of such

force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas (but not of County, which is a governmental entity) or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party when such settlement is unfavorable to it in the judgment of the Party having the difficulty. Notwithstanding the foregoing, no event of force majeure shall excuse or be applicable to, or be deemed to excuse or be applicable to, the obligations of the County with respect to the permits and approvals from, and other actions by, other governmental authorities pursuant to and as contemplated by Section 2.4.2, and the provisions of this Section 5.8 shall be inapplicable thereto.

Section 5.9 <u>Address and Notice</u>. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "<u>notice</u>") herein provided or permitted to be given, made or accepted by any Party to another Party must be in writing and may be given or be served by depositing the same in

the United States mail postpaid and registered or certified and addressed to the Party to be notified,

with return receipt requested, or by delivering the same to an officer of such Party, or by hand

delivery, addressed to the Party to be notified, or by facsimile transmission. Notice deposited in

the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless

otherwise stated in this Agreement, from and after the date reflected on the return receipt. Notice

given in any other manner shall be effective only if and when received by the Party to be notified

as evidenced by a written receipt. Any notice given to a Party shall also be sent to all other Parties

and to the other entities listed below. For the purposes of notice, the addresses of the Parties shall,

until changed as hereinafter provided, be:

If to DJH, to:

DJH Ranching LP 712 Main Street, Suite 1900 Houston, Texas 77002-3220

Attn: Ed Knight

If to CAT, to:

Cat HIL Fulshear LLC 1000 Louisiana Suite 7000 Houston, Texas 77002

Attn: William B. Harrison

If to County

Fort Bend County, Texas Attention: County Judge 401 Jackson Street, 1st Floor Richmond, Texas 77469

with a copy to:

Fort Bend County Attention: County Engineer 301 Jackson Street, 4th Floor Richmond, Texas 77469

15

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

Section 5.10 <u>Amendment; Modification</u>. This Agreement may be amended or otherwise modified only by a written instrument executed by the Party against whom such amendment or other modification is sought to be enforced.

Section 5.11 <u>Assignment</u>. This Agreement shall bind and benefit the Parties hereto and their respective successors and assigns, provided, however, that there must be executed by the assignor and assignee, and delivered to the other Parties, within ten (10) days after the occurrence of such assignment, an agreement of assignment and assumption in form reasonably acceptable to the other Parties, pursuant to which the assignee assumes all obligations of the assigning Party under this Agreement, whether then existing or thereafter arising.

Section 5.12 <u>No Additional Waiver Implied</u>. No waiver or waivers of any breach or default (or any breaches or defaults) by a Party hereto of any term, covenant, condition or liability hereunder, or the performance by a Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 5.13 Merger. This Agreement, together with the exhibits attached hereto and made a part hereof for all purposes, constitutes the entire agreement among the Parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and commitments between the Parties, whether oral or written, relating to same. Each Party expressly warrants that no statement, promise, covenant, agreement, warranty or representation, other than those expressly provided in this Agreement, was made to or relied upon by that Party.

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Section 5.14 <u>Further Documents and Acts</u>. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and take further actions as another Party may reasonably request in order to effectuate the terms of this Agreement.

Section 5.15 <u>Counterparts</u>. This Agreement may be executed in separate counterparts, and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Scanned or facsimile signatures shall be effective as originals.

Section 5.16 <u>Effective Date</u>. The "Effective Date" of this Agreement shall be the date that it has been executed and delivered by Grantors to the County <u>and</u> approved by the Fort Bend County Commissioners Court, which date shall be inserted into the blank on the first page of this Agreement.

Section 5.17 <u>Business Day</u>. As used herein, "business day" shall mean a day other than a Saturday, Sunday, or legal holiday on which banks in Fort Bend County, Texas are required to be closed.

Section 5.18 <u>Dissolution</u>. [intentionally omitted]

Section 5.19 "AS IS" Conveyance. The properties and assets conveyed pursuant to the Conveyance Documents are accepted by the County in their AS IS, WHERE IS and WITH ALL FAULTS, condition, and without any representation or warranty, express or implied, and the County agrees to the releases, immunities and other agreements in favor of Grantors and certain other persons and entities as set forth therein.

[signature pages follow]

DJH RANCHING LP	, a Texas	limited	partnership	p
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By: DJH Ranching G	P LLC, a Texas	s limited liabil	ity company,
General Partner			

By:_____ Daniel J. Harrison III, Manager

CAT HIL EULSHEAR, LLO, a Texas limited liability company

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

FORT BEND COUNTY, TEXAS

Robert Hebert County Judge

PURSUANT TO RESOLUTION/ORDER NO. DATED December 12, 2017.

APPROVED AS TO FORM:

Marcus D. Spencer, First Assistant County Attorney

ATTEST:

By:

Laura Richard, County Clerk

EXHIBITS:

- 1. EXHIBIT "A" The Fulshear Ranch ROW
- 2. EXHIBIT "B" Form Donation Deed
 - a. Exhibit A-- Legal Description of the Fulshear Ranch ROW
 - b. Exhibit B-- Legal Description of the Adjacent Property
 - c. Exhibit X—Potential Access Points
- 3. EXHIBIT "C" Drainage and Detention Easement
 - a. Exhibit A-- D- Description and Sketch of Drainage Easement Property
 - b. Exhibit E-- Drainage Flow Rates
 - c. Exhibit F-- Excavated Material Stockpile Locations
- 4. EXHIBIT "D" Donation Acknowledgement
 - a. Exhibit A Donated Properties
- 5. EXHIBIT "E" Quitclaim Deed

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

FORT BEND COUNTY, TEXAS

Pohert Hehert County Judge

PURSUANT TO RESOLUTION/ORDER NO. DATED December 12, 2017.

APPROVED AS TO FORM:

Marcus D. Spencer, First Assistant County Attorney

ATTEST:

By:

Laura Richard, County Clerk

FORT SOUNTY TEXAS

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 - a. Exhibit A Donated Properties
- 5. EXHIBIT "E" Quitclaim Deed

DJH RANCHING LP, a	Texas	limited	partnership	p
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By: DJH Ranching GP LLC, a Texas limited liability company, General Partner

By: Manufacture

Daniel J. Harrison III, Manager

CAT HIL FULSHEAR, LLC, a Texas limited liability company

By: William B. Harrison, Manager

EXHIBIT "A" The Fulshear Ranch ROW

(see attached)

County:

Fort Bend

Highway:

F.M. 1093

Project Limits: West of Fulshear to FM 1463 / FM 359

RCSJ:

0543-02-071

Property Description for Parcel 500

Being a 22.081 acre (961,827 square feet) parcel of land, out of the E. Latham Survey A-50, Morris & Cummings Survey A-294, J.C. McDonald Survey A-290 and the R.H. Kuykendahl Survey A-274, Fort Bend County, Texas, and being part of and out of that certain 564.69 acre (calc) tract of land described in a Deed dated September 9, 1983, from Dan J. Harrison Jr. and David Harrison III to Harrison Interests, LTD. filed in the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.) in Volume 1289, Page 624, said 23.614 acre parcel being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set for the southeast corner of said 564.69 acre tract and in the west line of F.M. 359 (80 feet wide) as described in Volume 243, Page 159 of the Fort Bend County Deed Records (F.B.C.D.R.) Fort Bend County, Texas, thence as follows:

North 01°44'04" West, a distance of 3,043.12 feet, along the west line of said F.M. 359 and along the east line of said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set in the proposed south right-of-way line of FM 1093 (width varies) for the southeast corner and POINT OF BEGINNING of the herein described parcel, said point having Coordinates of N=13,815,220.59 and E=2,970,089.92;**

- 1) THENCE, North 49°22'04" West, a distance of 47.17 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 2) THENCE, South 82°59'56" West, a distance of 182.75 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point and the beginning of a curve to the left;**
- 3) THENCE, in a southwesterly direction, with the proposed south right-of-way line of said F.M. 1093, with said curve to the left having a radius of 5000.00 feet, a central angle of 07°25'54" and chord which bears South 79°17'00" West, 648.07 feet, for an arc length of 648.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap set in the proposed north right-of-way line of said F.M. 1093 and for the beginning of a curve to the right;**

- 4) THENCE, in a westerly direction, with the proposed south right-of-way line of said F.M. 1093, with said curve to the right having a radius of 5000.00 feet, a central angle of 07°25'54" and chord which bears South 79°17'00" West, 648.07 feet, at an arc length of 515.58 feet passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 285+00.00 and continuing for a total arc length of 648.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap set in the proposed north right-of-way line of said F.M. 1093 and for an angle point of the herein described parcel;**
- 5) THENCE, South 82°59'56" West, at a distance of 1,376.89 feet passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 270+00.00, continuing at a distance of 2,876.89 feet passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 255+00.00, continuing at a distance of 4,376.89 feet passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 240+00.00, continuing at a distance of 5,876.89 feet passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 225+00.00 and continuing for a total distance of 6,256.72 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 6) THENCE, South 40°08'09" West, a distance of 51.31 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 7) THENCE, South 02°43'38" East, a distance of 24.34 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 8) THENCE, South 87°16'22" West, a distance of 176.00 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 9) THENCE, North 02°43'38" West, a distance of 11.19 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 10) THENCE, North 49°51'51" West, a distance of 47.62 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**

- 11) THENCE, South 82°59'56" West, at a distance of 873.68 feet, passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 210+00.00 and continuing for a total distance of 1,926.09 feet along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 12) THENCE, South 27°59'26" West, a distance of 38.55 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 13) THENCE, South 82°58'34" West, a distance of 203.08 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 14) THENCE, North 17°00'34" West, a distance of 19.68 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 15) THENCE, South 62°00'34" West, a distance of 1.00 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set in the east line of a 3.01 acre tract of land described in Deed dated October 22, 2008 to Prototype Machine Co., Inc. filed in the O.P.R.F.B.C. at Clerk's File No. 2008112545 and in the west line of said 564.69 acre tract for the southwest corner of the herein described parcel;**
- 16) THENCE, North 02°31'13" West, a distance of 111.88 feet, along the east line of said 3.01 acre tract and along the west line of said 564.69 acre tract to a 3/4-inch iron pipe found in the south right-of-way line of Fort Bend County Tollroad Authority Corridor (100' wide) as described under Clerks File No.'s 2015058468, 2015058447, 2015058441, filed in the O.P.R.F.B.C., for the northeast corner of said 3.01 acre tract, for the northwest corner of a said 564.69 acre tract and marking the northwest corner of the herein described parcel;
- 17) THENCE, North 82°58'36" East, a distance of 16.03 feet, along the north line of said 564.69 acre tract and along the existing south right-of-way line of said Fort Bend County Tollroad Authority Corridor to an angle point of the herein described parcel;
- 18) THENCE, North 82°59'56" East, a distance of 10,146.50 feet, along the north line of said 564.69 acre tract and along the existing south right-of-way line of said Fort Bend County Tollroad Authority Corridor to a point in the existing west right-of-way line of said F.M. 359 and marking the northeast corner of the herein described parcel;

19) THENCE, South 01°44'04" East, a distance of 51.07 feet, along the existing west right-of-way line of said F.M. 359 and the east line of said 564.69 acre tract to the POINT OF BEGINNING and containing 22.081 acres (961,827 square feet) parcel of land.

NOTE: All bearings are based on the Texas coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

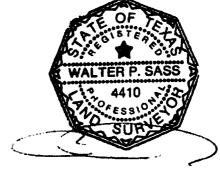
All coordinates shown hereon are established from TxDOT Control Monuments, H-3, H-4, H-5, and H-13 prepared by Costello, Inc. dated February 23, 2000 and TxDOT Control Monuments H-5A and H-5B prepared by Weisser Engineering Company dated October 2006.

** The monument described and set in this call may be replaced with a TxDOT Type II Right of Way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access will be permitted to the remainder property abutting the highway facility.

NOTE: A parcel plat of even date was prepared in conjunction with this property description.

Compiled by:
Weisser Engineering Company
TBPLS Firm Reg. No. 100518-00
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579-7300
July, 2015



```
* Prepared by: Weisser Engineering Company
* Routine: Area Summary Coord File: EG676.crd 3/31/16 11:21:23
* Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000
Parcel 500 Revised 3-31-16
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3043.12 55287 13815220.59 2970089.92
  Point ID Ang Rt Bearing Di
(POC)51470 N 01°44'04"W
(POC) 51470
                                                                                                                                  55288 13815251.31 2970054.12
                                                         N 49°22'04"W
                                                                                                       47.17
(POB) 55287
             55288 227°38'00" s 82°59'56"w
                                                                                                                                  55289 13815229.04 2969872.73
                                                                                                     182.75
                                                                                                                                                            CURVE DIR: CCW
CEN. ANG: 7°25'54"
DEGREE: 1°08'45"
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       RAD: 5000.00
                                                         LEN: 648.53
                                                         MO: 10.51
        CHORD: 648.07
       SEG: 4542 TRI: 1616779
55289 270°00'00" S 07°00'04"E 5000.00
55290 7°25'54" N 14°25'57"W 5000.00
55289 183°42'57" S 79°17'00"W 648.07
                                                                                                                                               SEC: 1621321
                                                                                                                                  55290 13810266.32 2970482.16
55291 13815108.52 2969235.96
55291 13815108.52 2969235.96
                                                                                                                                                            CURVE DIR: CW
CEN. ANG: 7°25'54"
DEGREE: 1°08'45"
        CURVE DEF: Arc
                                              LEN: 648.53
MO: 10.51
                                                                                                          TAN: 324.72 EXT: 10.53
        RAD: 5000.00
       CHORD: 648.07 MO: 10.51 E
SEG: 4542 TRI: 1616779
55291 93°42'57" N 14°25'57"W 5000
55292 352'34'06" S 07°00'04"E 5000
                                                                                                                                               SEC: 1621321
                                                                                                                                  55292 13819950.73
55293 13814988.01
55293 13814988.01
51314 13814225.40
51315 13814186.17
                                                                                                                                                                                    2967989.75
                                                                                                   5000.00
                                                                                                                                                                                    2968599.19
                                                                                                   5000.00
            55291 180°00'00" S 79°17'00"W

55293 176°17'03" S 82°59'56"W

51314 222°51'47" S 40°08'09"W

51315 222°51'47" S 02°43'38"E

51316 90°00'00" S 87°16'22"W
                                                                                                                                                                                    2968599.19
                                                                                                     648.07
                                                                                                                                                                                    2962389.12
                                                                                                   6256.72

      51315
      13814186.17
      2962356.04

      51316
      13814161.86
      2962357.20

      51317
      13814153.48
      2962181.40

      51318
      13814164.66
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      55294
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      55285
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      51489
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      51489
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      2960017.52

      51312
      13815271.64
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      55287
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      2970089.92

                                                                                                                                                                                   2962356.04
                                                                                                        51.31
                                                                                                        24.34
                                                                                                     176.00
             51317 90.00.00" N 02.43.38"W
                                                                                                      11.19
             51317 90 00 00 N 02 43 36 W

51318 227 08 13" N 49 51 51 W

51319 227 08 13" S 82 59 56 W

55294 235 00 30" S 27 59 26 W

55295 125 00 52" S 82 58 34 W

55296 99 59 08" N 17 00 34 W
                                                                                                        47.62
                                                                                                   1926.09
                                                                                                        38.35
                                                                                                      203.08
             55296 99.59'08" N 17.00'34"W
55297 225.00'00" N 62.00'34"W
                                                                                                       19.68
                                                                                                          1.00
             55285 120°30'39" N 02°31'13"W
51323 94°30'11" N 82°58'36"E
51489 179°58'40" N 82°59'56"E
51312 84°44'00" S 01°44'04"E
                                                                                                      111.88
                                                                                                        16.03
                                                                                                 10146.50
                                                                                                        51.07
```

Perimeter: 20607.85 Cumulative Perimeter: 20607.85

Sq. Feet: 961827 Acres: 22.0805

Total - Sq. Feet: 961827 Acres: 22.0805

Parcel 500 Kuykendahl Survey 4-4-16.txt

```
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                                                   Output Scale Factor: 1.000000000
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                                                      Distance Point ID
                                                                                       Northing
                                                                                                          Easting
                               S 01°44'04"E
                                                                         55287 13815220.59
                                                                                                      2970089.92
      51312
                                                         51.07
     55287 47°38'00" N 49°22'04"W
55288 227°38'00" S 82°59'56"W
                                                                         55288 13815251.31
55289 13815229.04
                                                                                                      2970054.12
                                                          47.17
                                                         182.75
                                                                                                     2969872.73
                                                                                        CURVE DIR: CCW
CEN. ANG: 7°25'54"
   CURVE DEF: Arc RAD: 5000.00
                                                            TAN: 324.72
                               LEN: 648.53
                                                                                        DEGREE: 1'08'45"
                              MO: 10.51
                                                            EXT: 10.53
   CHORD: 648.07
                                                                                 SEC: 1621321
                                         TRI: 1616779
   SEG: 4542
     55289 270°00'00" S 07°00'04"E
55290    7°25'54" N 14°25'57"W
55289 183°42'57" S 79°17'00"W
                                                                         55290 13810266.32
55291 13815108.52
                                                                                                      2970482.16
                                                       5000.00
                                                                                                      2969235.96
                                                       5000.00
                                                                          55291 13815108.52
                                                                                                      2969235.96
                                                         648.07
                                                                                        CURVE DIR: CW CEN. ANG: 5°23'32"
   CURVE DEF: Arc
   RAD: 5000.00
                                                            TAN: 235.46
                               LEN: 470.57
                                                                                        DEGREE: 1.08.45"
                               MO: 5.53
                                                            EXT: 5.54
   CHORD: 470.40
     Fig. 1736 TRI: 1174690

55291 93°42'57" N 14°25'57"W 5000

55292 354°36'28" S 09°02'25"E 5000

55291 181°01'11" S 78°15'49"W 470

51495 80°43'25" N 02°27'36"W 97

51494 94°32'27" N 82°59'56"E 1327
                                                                         SEC: 1176426
55292 13819950.73
51495 13815012.84
   SEG: 1736
                                                                                                      2967989.75
                                                       5000.00
                                                                                                      2968775.39
                                                        5000.00
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                                                                                                      2968775.39
                                                         470.40
                                                          97.14
                                                                          51494 13815109.89
                                                                                                      2968771.22
                                                                                                      2970088.37
                                                                          51312 13815271.64
                                                        1327.04
```

Perimeter: 2824.27 Cumulative Perimeter: 2824.27

Sq. Feet: 61149 Acres: 1.4038

Total - Sq. Feet: 61149 Acres: 1.4038

Parcel 500 McDonald Survey 4-4-16.txt

* Prepared by: Weisser Engineering Company
* Routine: Area Summary Coord File: EG676.crd 4/04/16 16:10:01
* Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000 Parcel 500 McDonald Survey 4-4-16 int ID Northing 51492 13814558.57 51494 13815109.89 Easting Distance Point ID Point ID Ang Rt Bearing 51493 N 02°27'36"W 51492 94°32'27" N 82°59'56"E 51494 85°27'33" S 02°27'36"E 2964281.75 100.31 4523.20 2968771.22 51495 13815012.84 2968775.39 97.14 CURVE DIR: CW CURVE DEF: Arc CEN. ANG: 2°02'21" DEGREE: 1°08'45" LEN: 177.96 MO: 0.79 RAD: 5000.00 TAN: 88.99 EXT: 0.79 CHORD: 177.95 EG: 94 TRI: 444802 51495 6°34'49" N 09°02'25"W 500 55292 357°57'39" S 07°00'04"E 500 51495 95°33'38" S 81°58'46"W 17 55293 178°58'49" S 82°59'56"W 434 SEG: 94 SEC: 444896 55292 13819950.73 2967989.75 5000.00 55293 13814988.01 2968599.19 5000.00 177.95 55293 13814988.01 2968599.19 51493 13814458.35 2964286.06 4345.53

Perimeter: 9244.14 Cumulative Perimeter: 9244.14

Sq. Feet: 452132 Acres: 10.3795 Total - Sq. Feet: 452132 Acres: 10.3795

Parcel 500 Latham Survey 4-4-16.txt

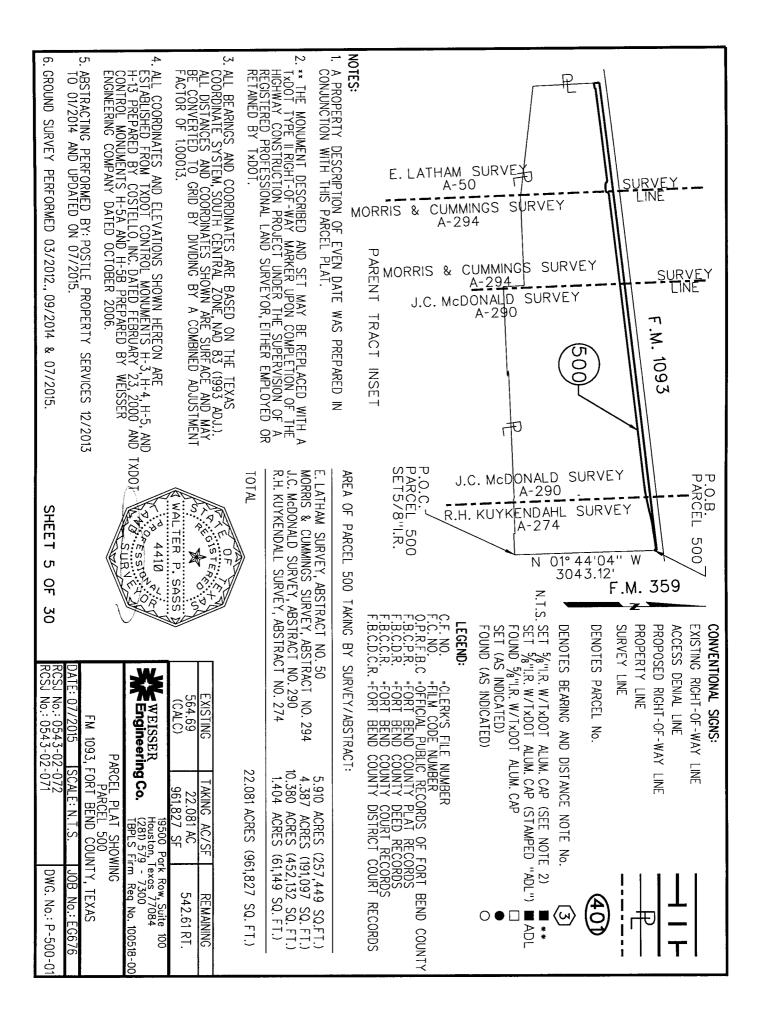
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*						
Parcel 500 Latham Survey 4-4-16						
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51489 179°58'40" N 82°59'56"E	2385.51	51491 138		2962385.25		
51491 85°12'29" S 02°12'33"E	100.35	51314 138		2962389.12		
51314 137 39 18" S 40 08 09 W	51.31	51315 138		2962356.04		
51315 222°51'47" s 02°43'38"E	24.34	51316 138		2962357.20		
51316 90°00'00" s 87°16'22"W	176.00	51317 138		2962181.40		
51317 90°00'00" N 02°43'38"W	11.19	51318 138		2962180.87		
51318 227°08'13" N 49°51'51"W	47.62	51319 138		2962144.46		
51319 227 08 13 N 49 31 31 W	1926.09	55294 138		2960232.73		
		55295 138		2960214.73		
55294 235°00'30" s 27°59'26"w	38.35			2960013.17		
55295 125°00'52" s 82°58'34"w	203.08	55296 138				
55296 99°59'08" N 17°00'34"W	19.68	55297 138		2960007.41		
55297 225°00'00" N 62°00'34"W	1.00	55285 138		2960006.53		
55285 120°30'39" N 02°31'13"W	111.88	51323 1383	14032.95	2960001.61		

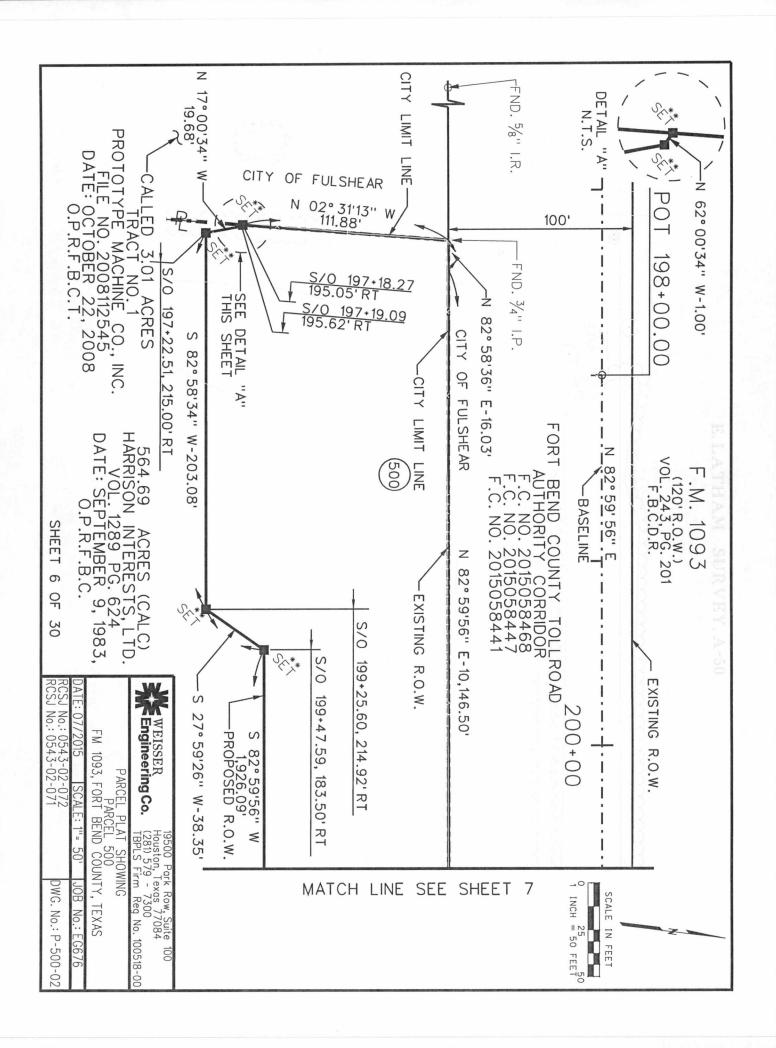
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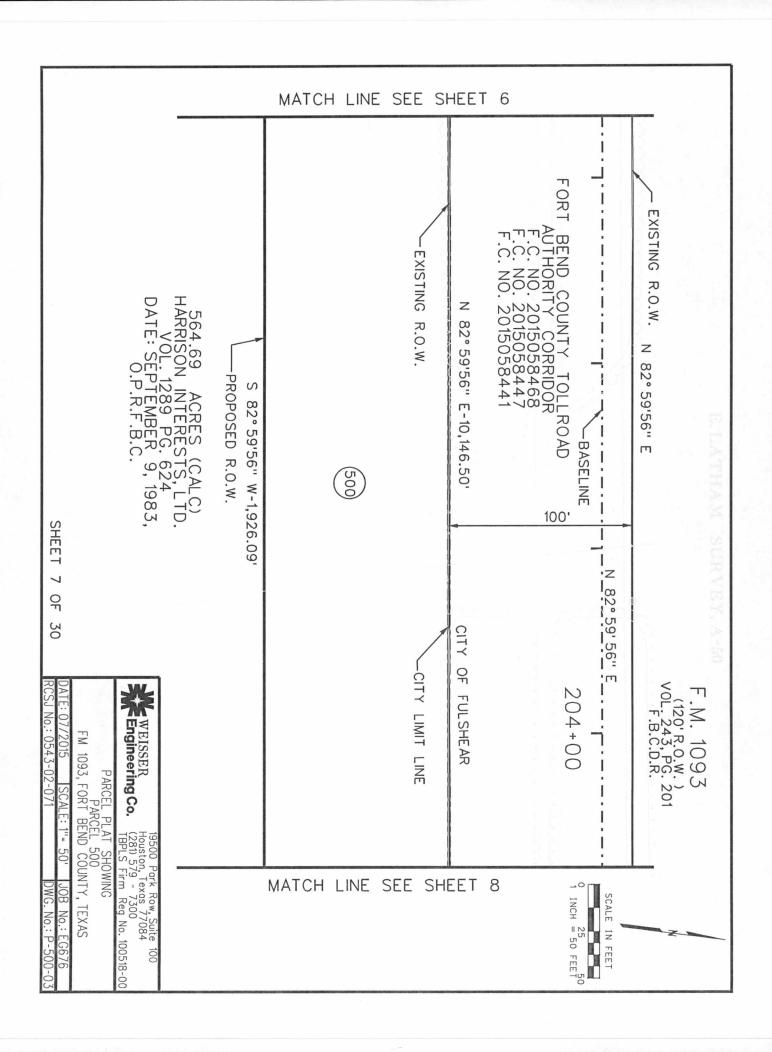
Parcel 500 Cummings Survey.txt

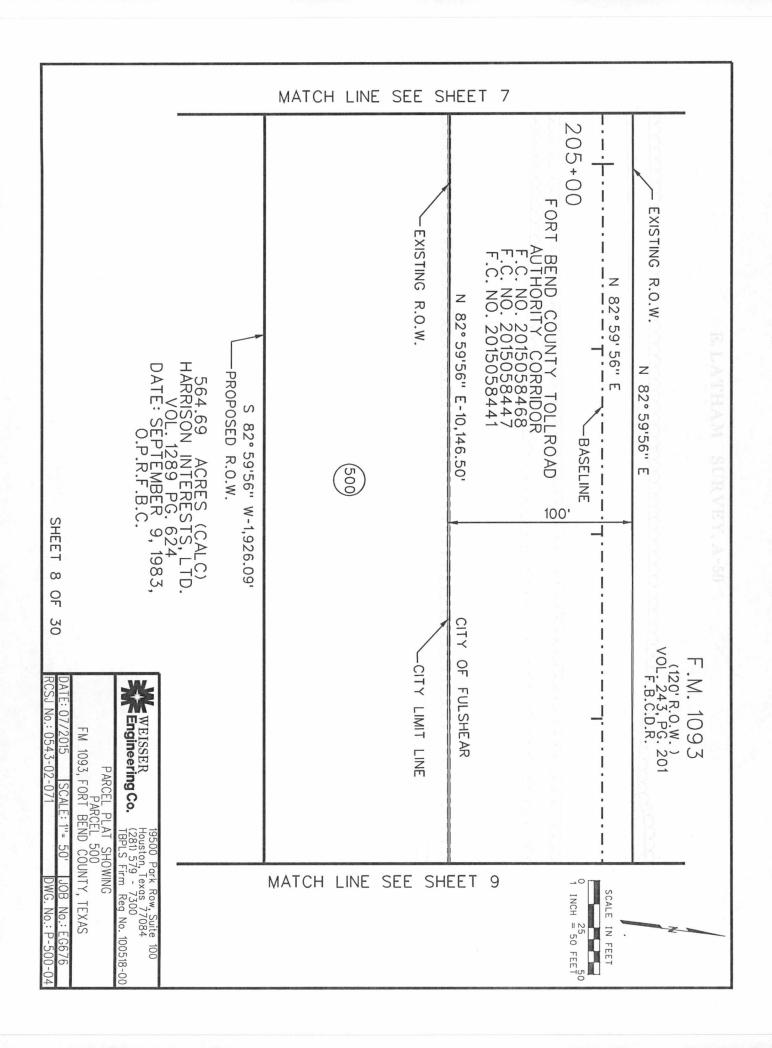
Parcel 500	Cummings Surv	ey ey				
Point ID	Ang Rt B	Bearing	Distance	Point ID	Northing	Easting
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51491	94°47'31" N 8	2°59'56"E	1910.75	51492	13814558.57	2964281.75
51492	85°27'33" S 0	2°27'36"E	100.31	51493	13814458.35	2964286.06
51493	94°32'27" S 8	32°59'56"w	1911.19	51314	13814225.40	2962389.12

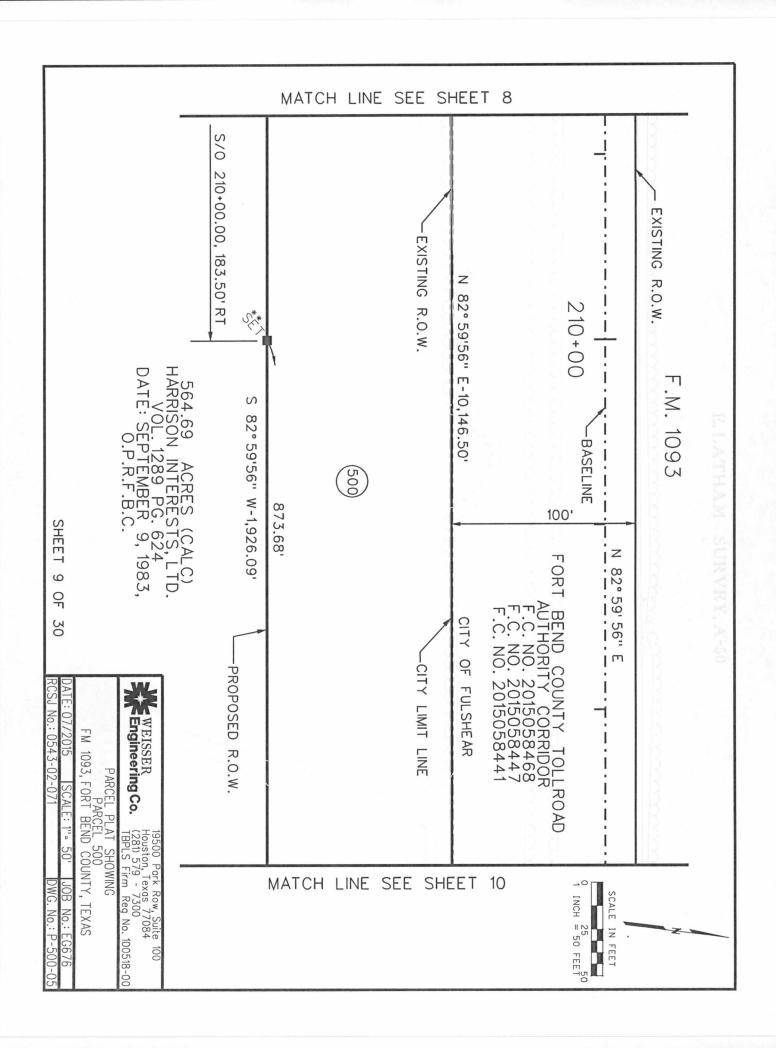
Perimeter: 4022.61 Cumulative Perimeter: 4022.61 Sq. Feet: 191097 Acres: 4.3870 Total - Sq. Feet: 191097 Acres: 4.3870

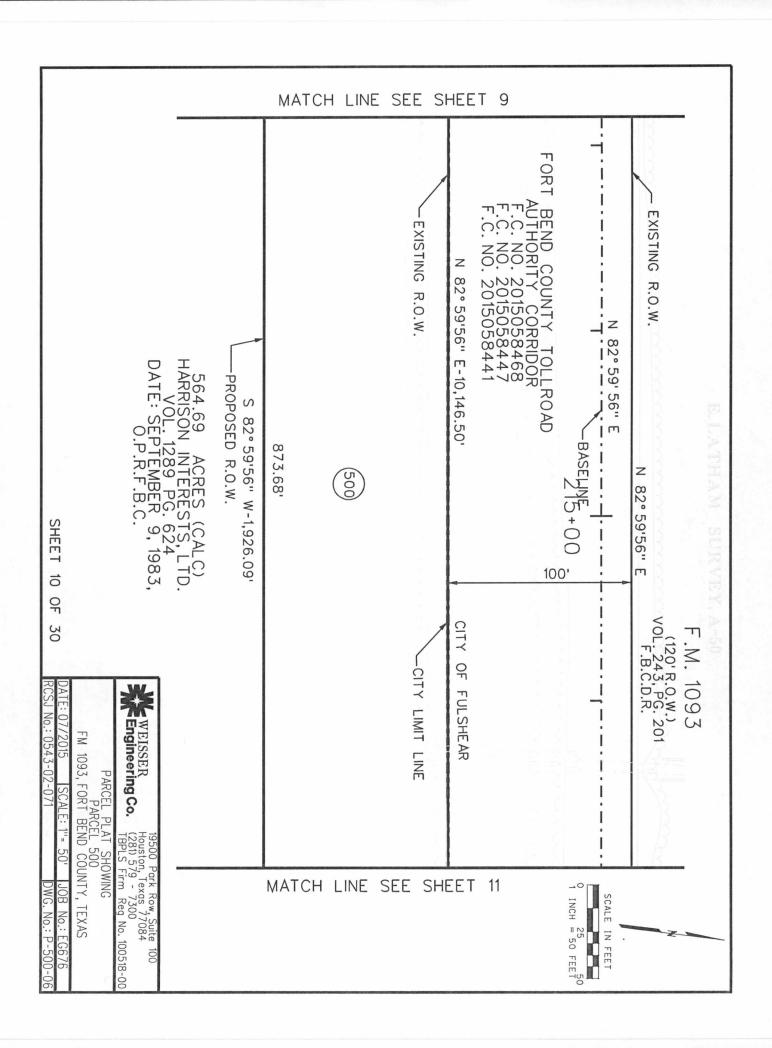


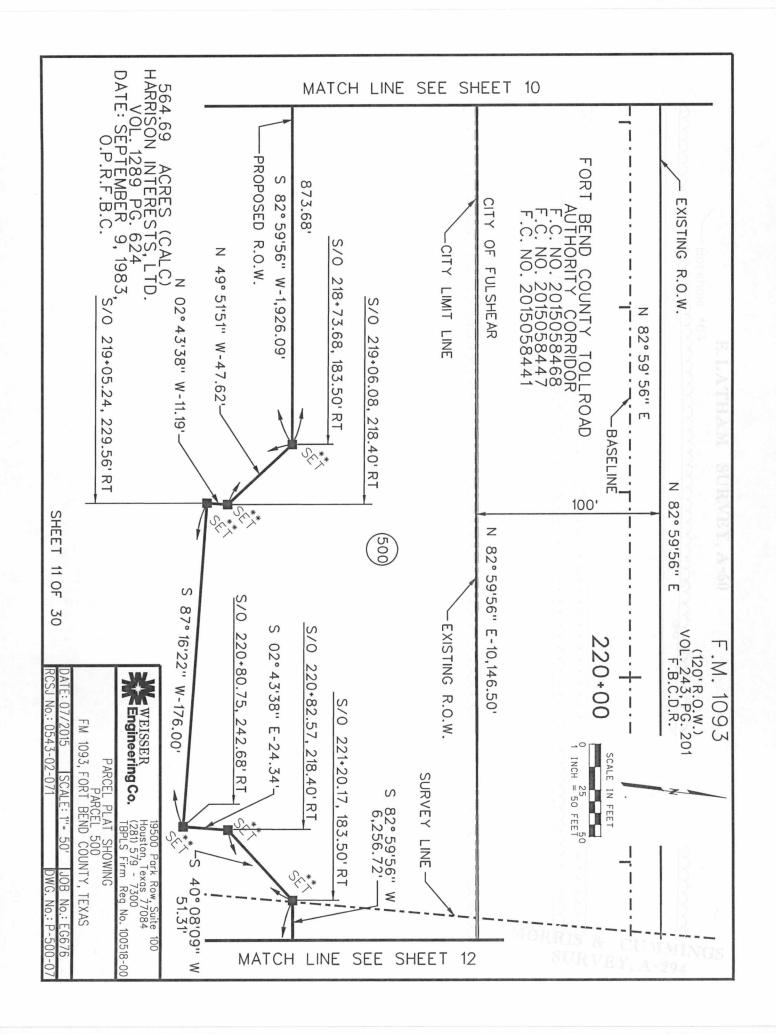


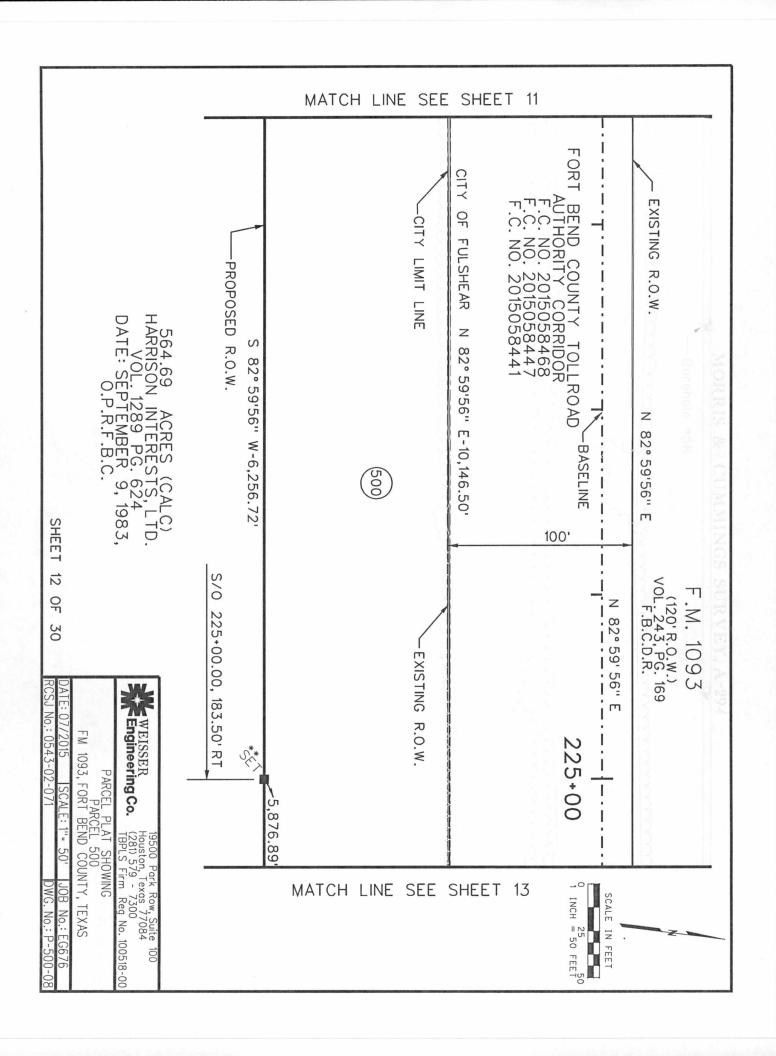


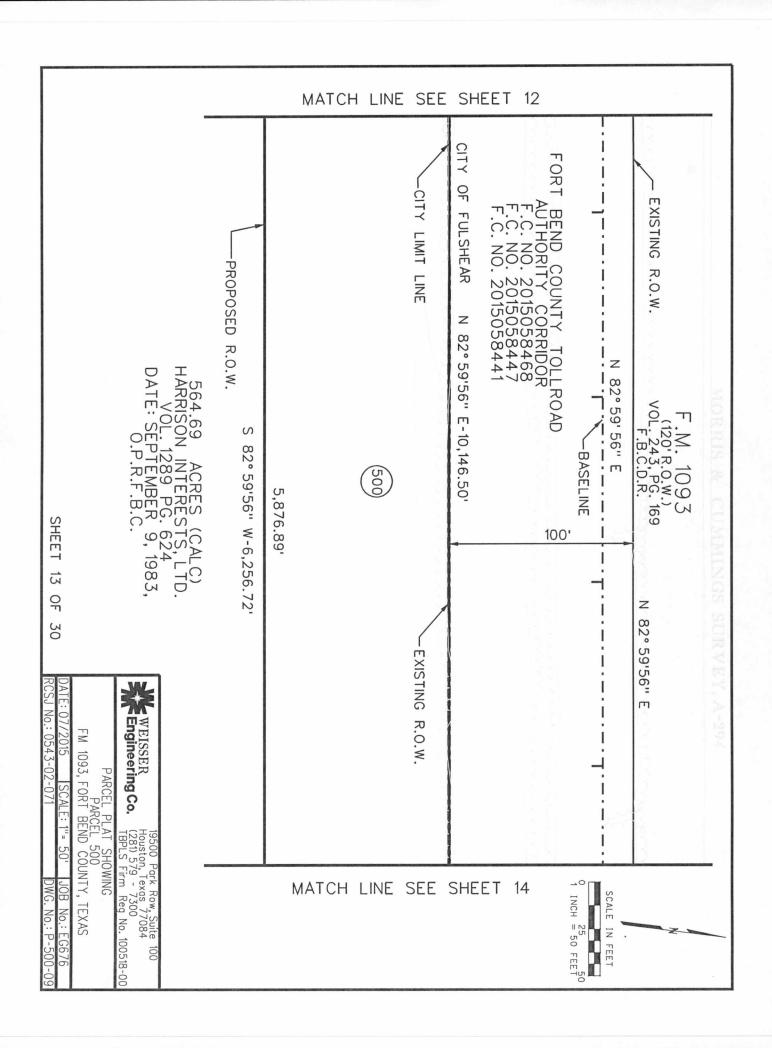


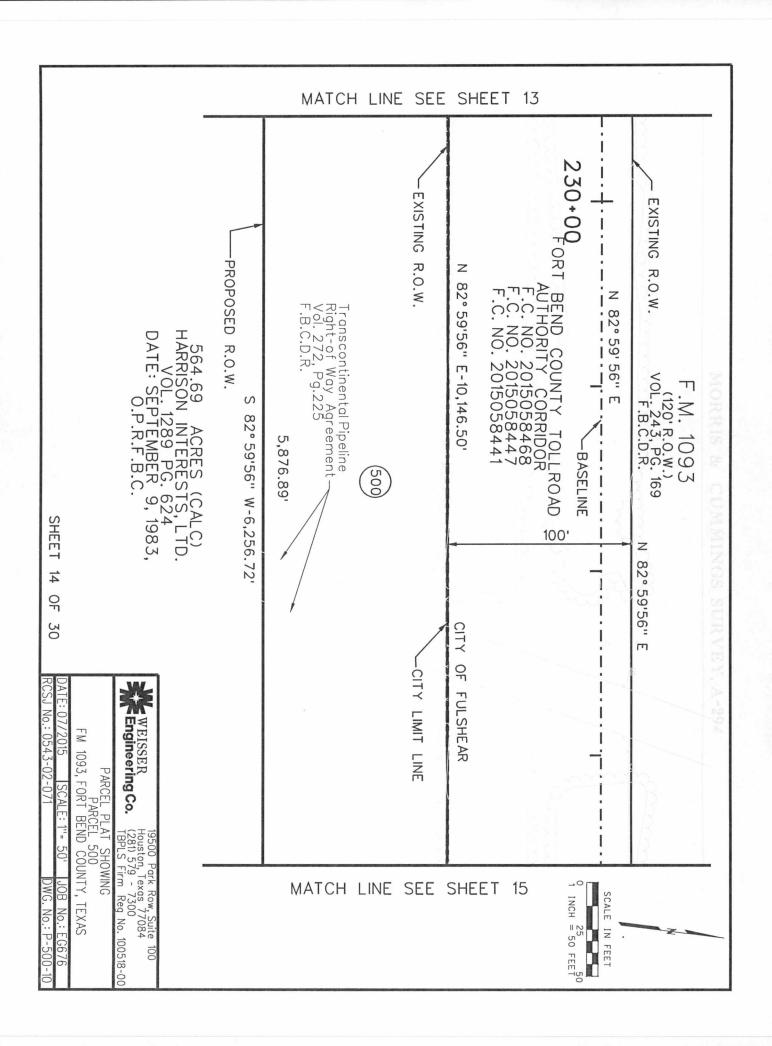


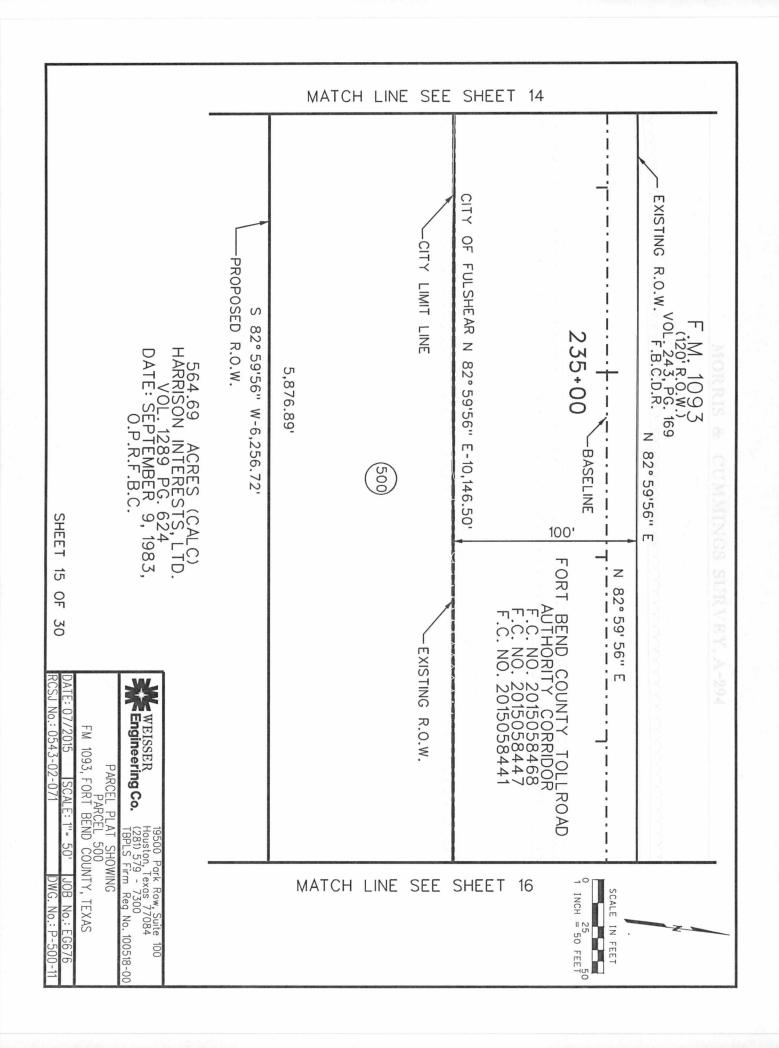


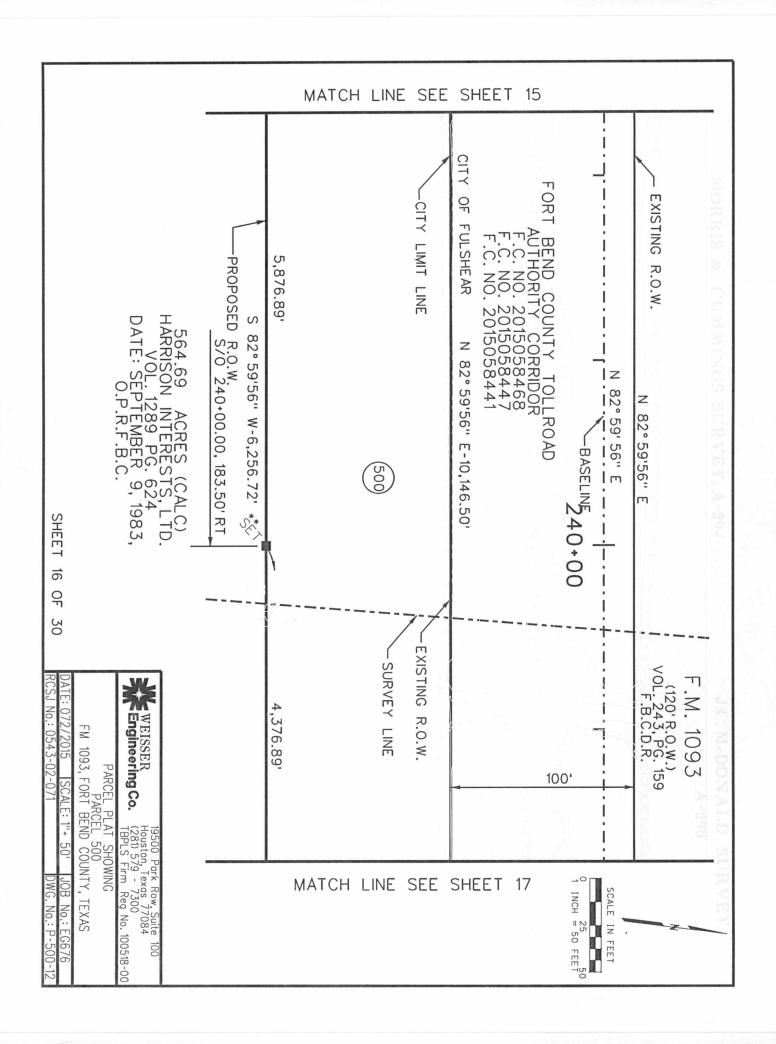


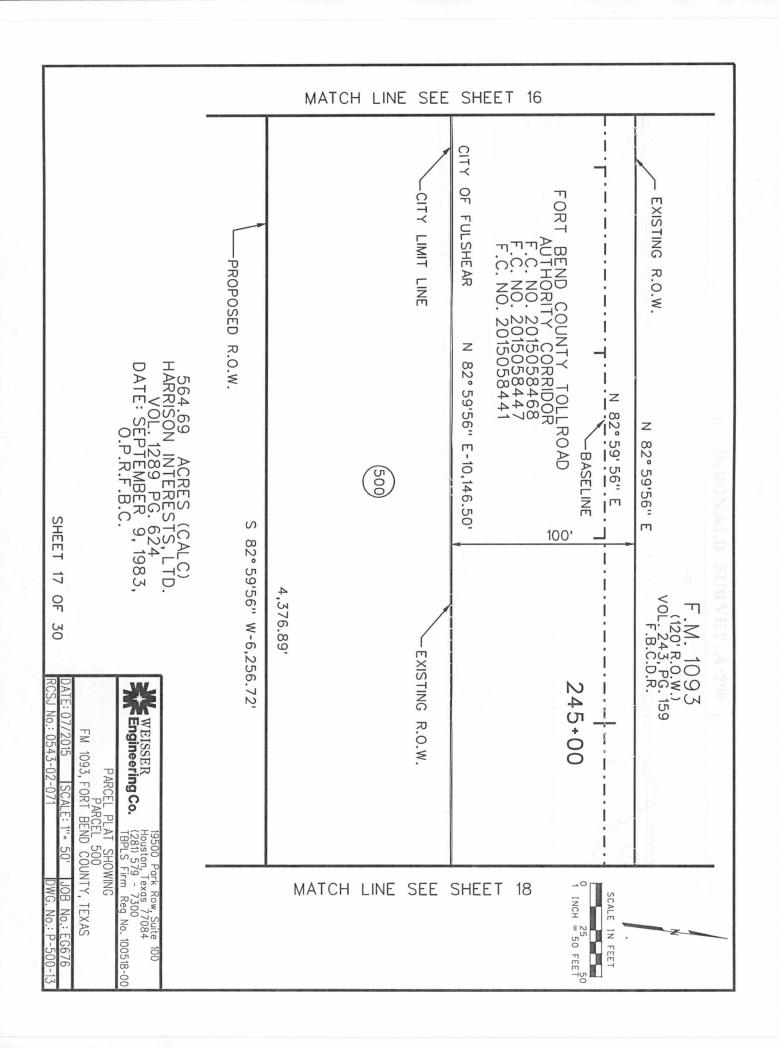


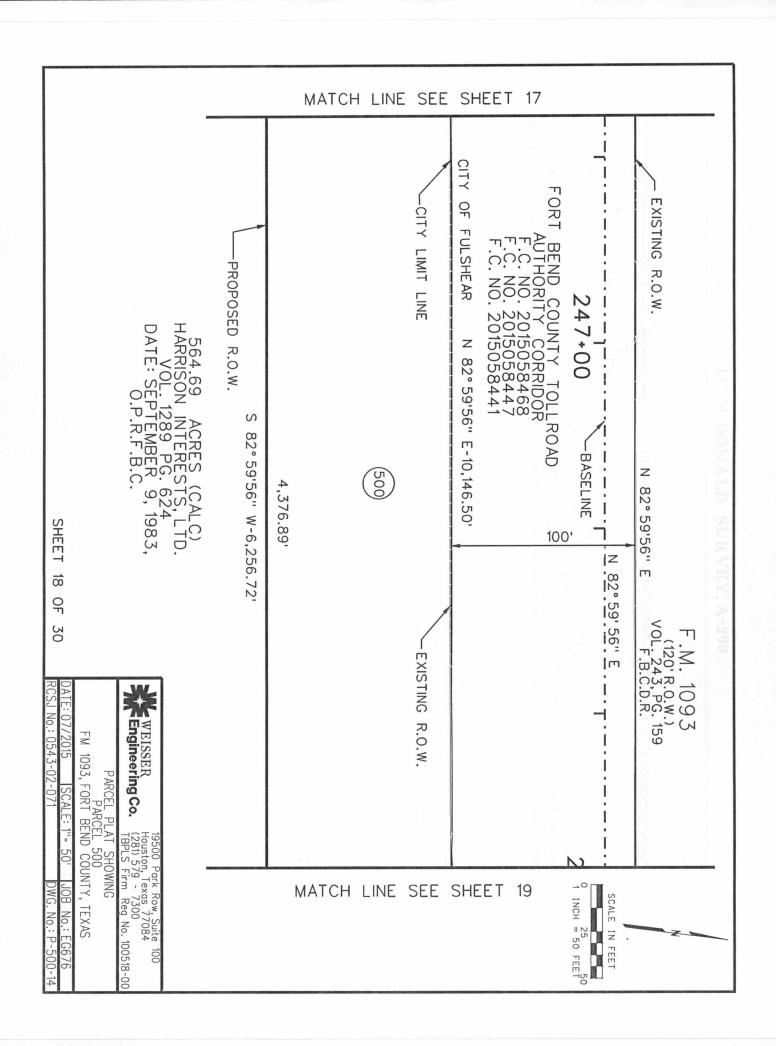


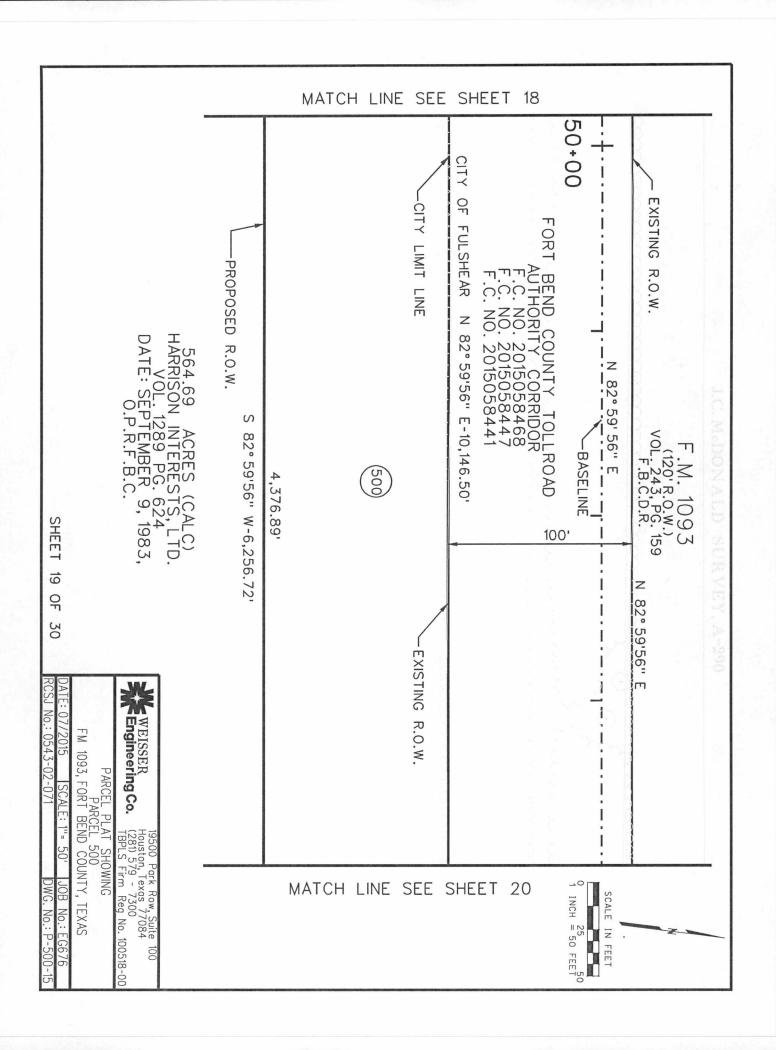


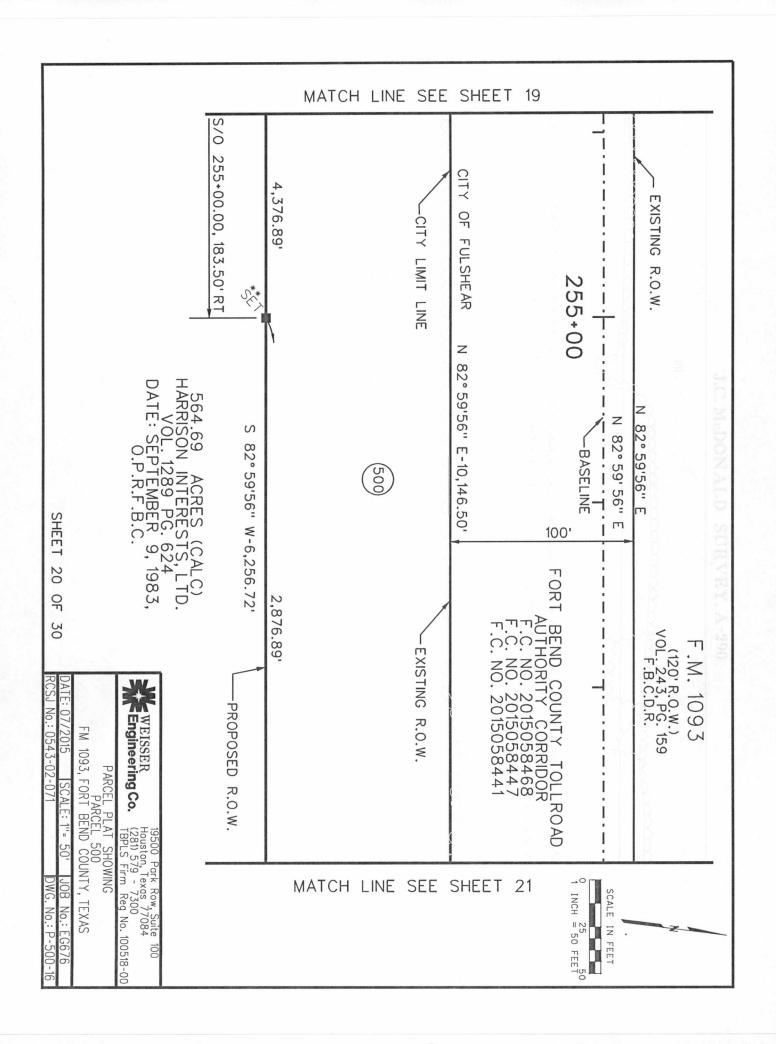


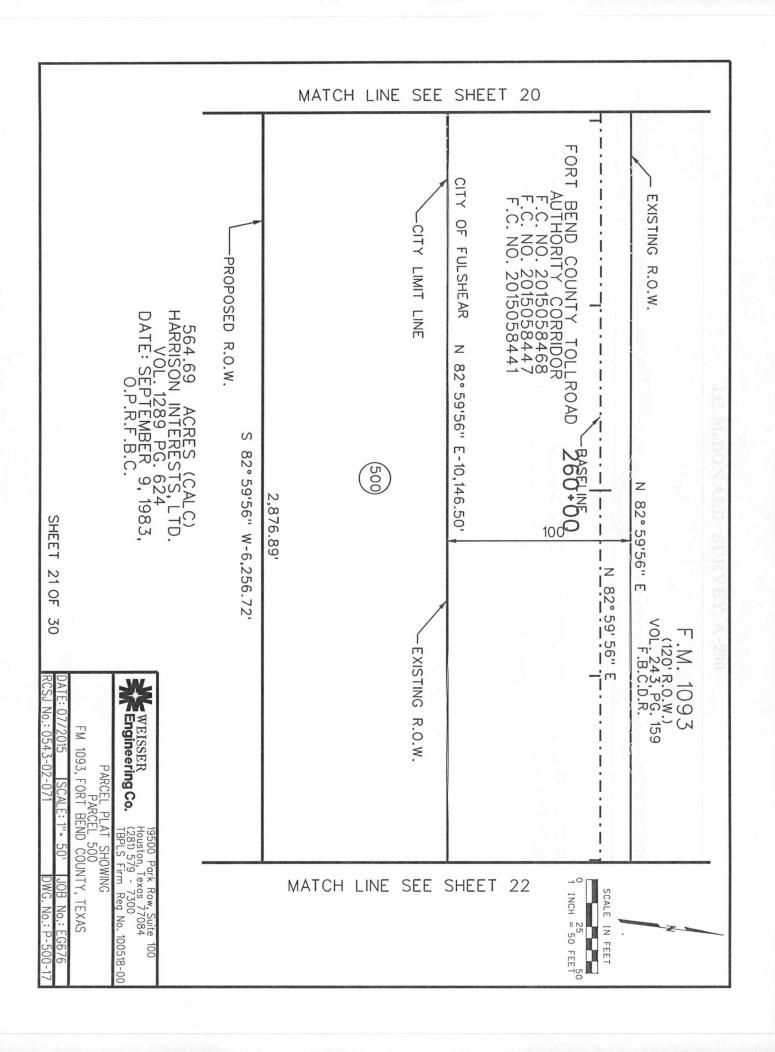


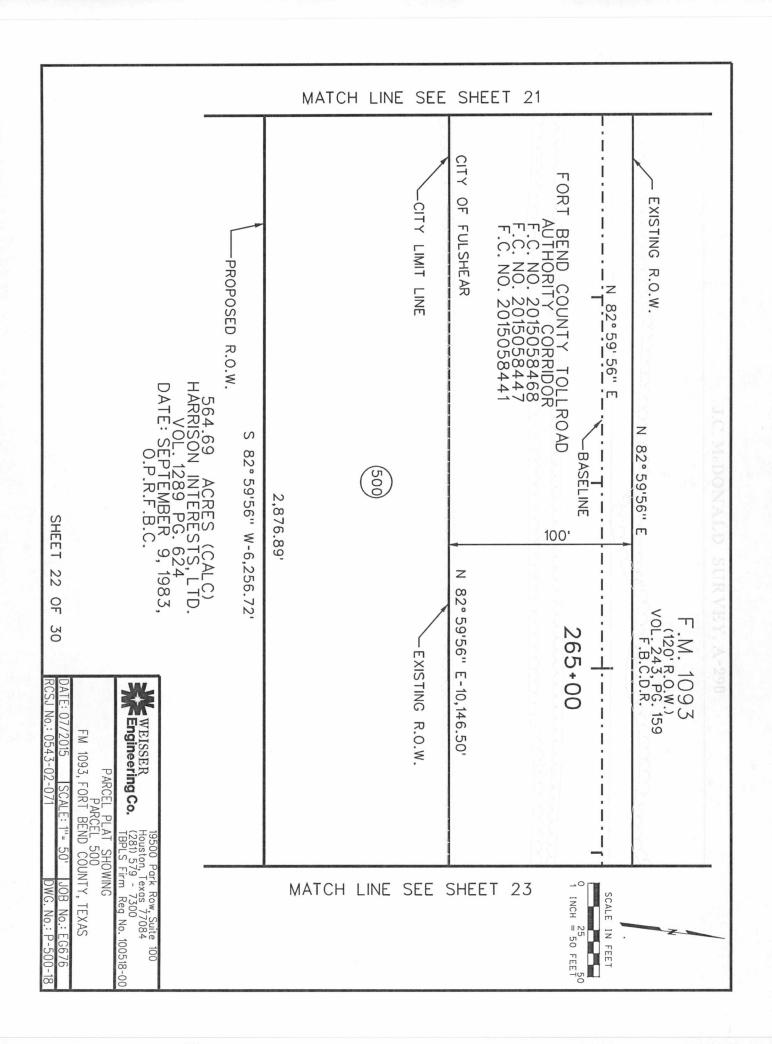


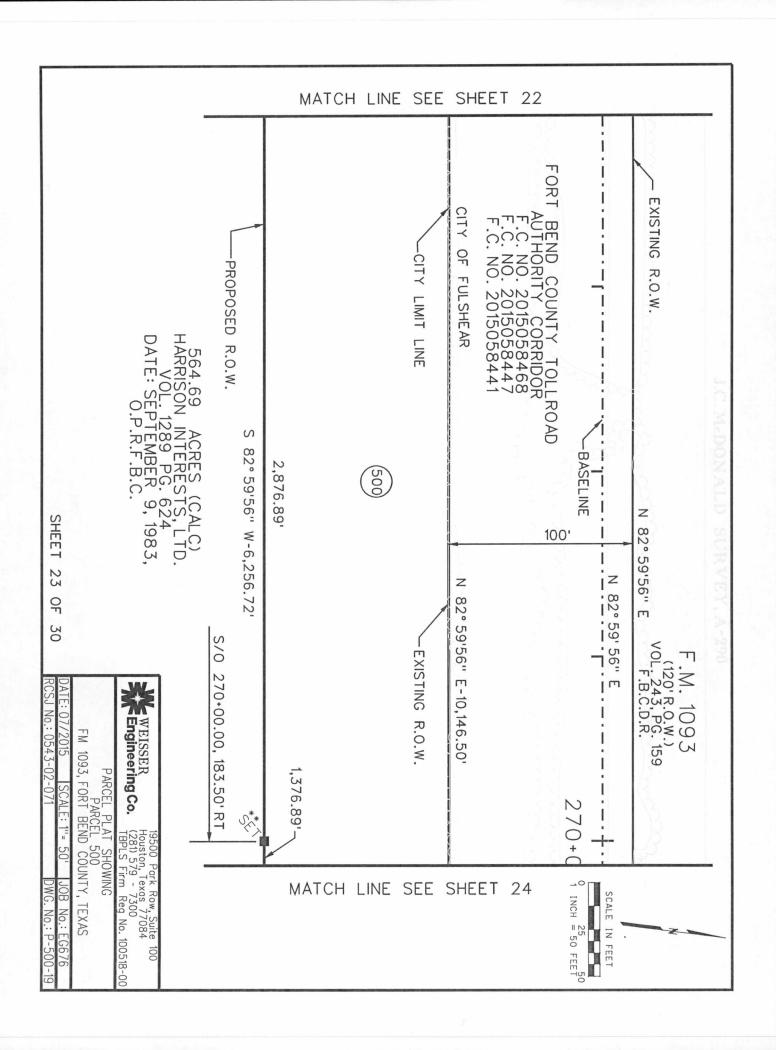


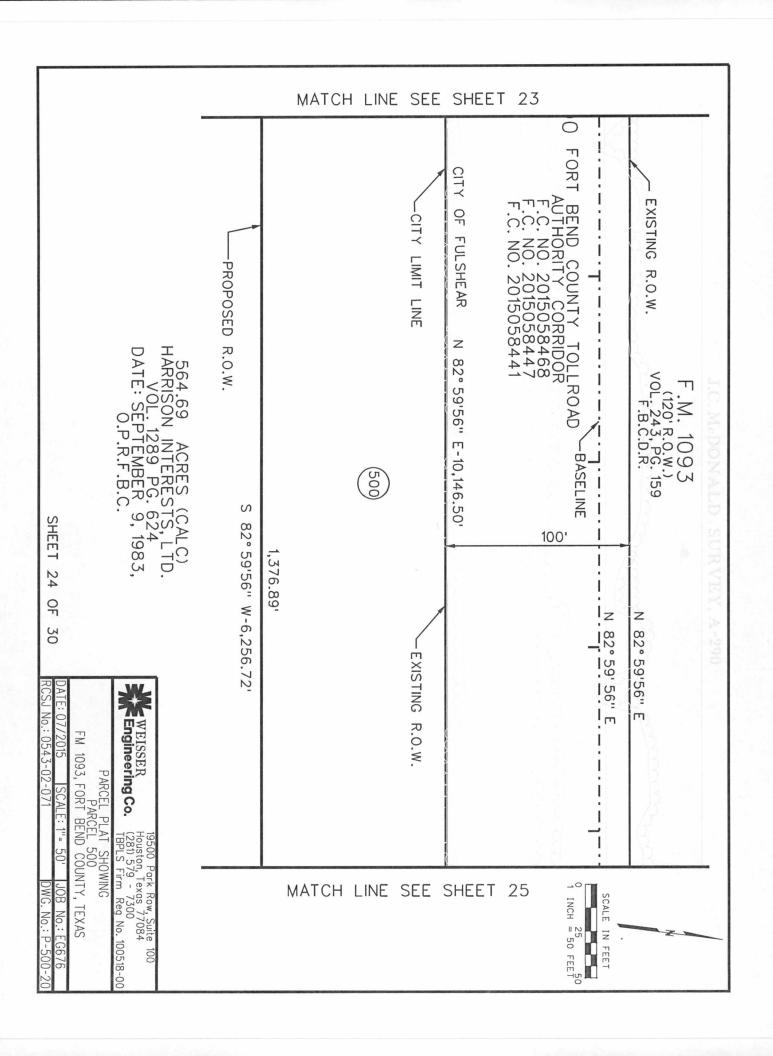


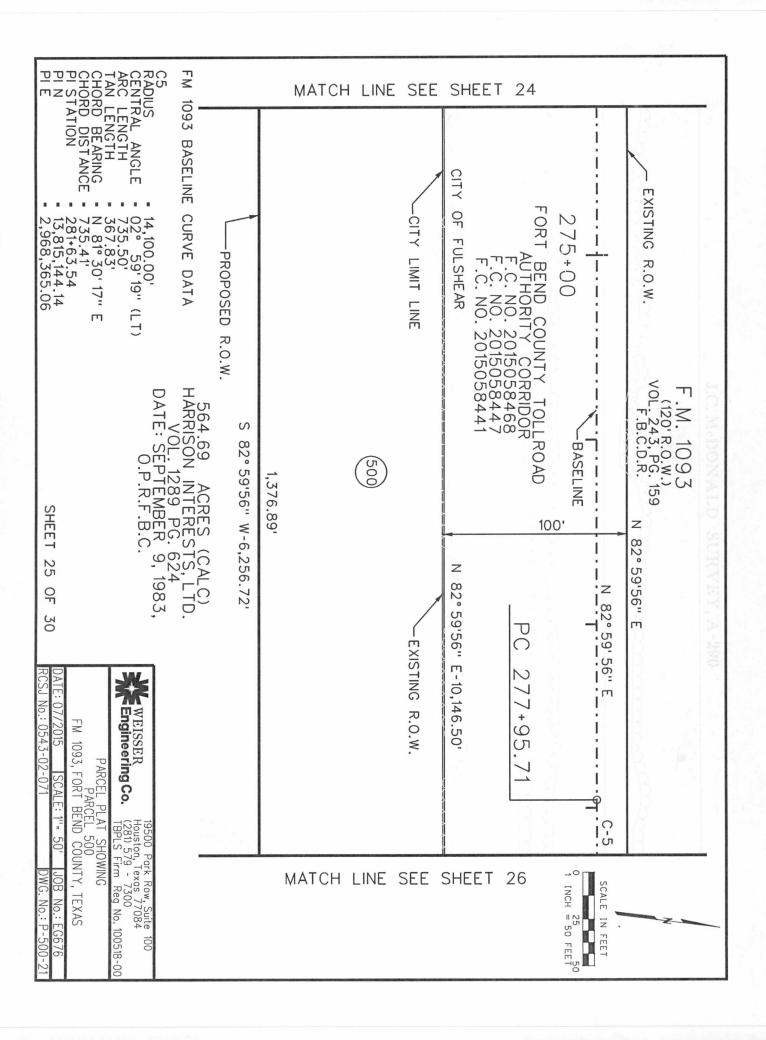


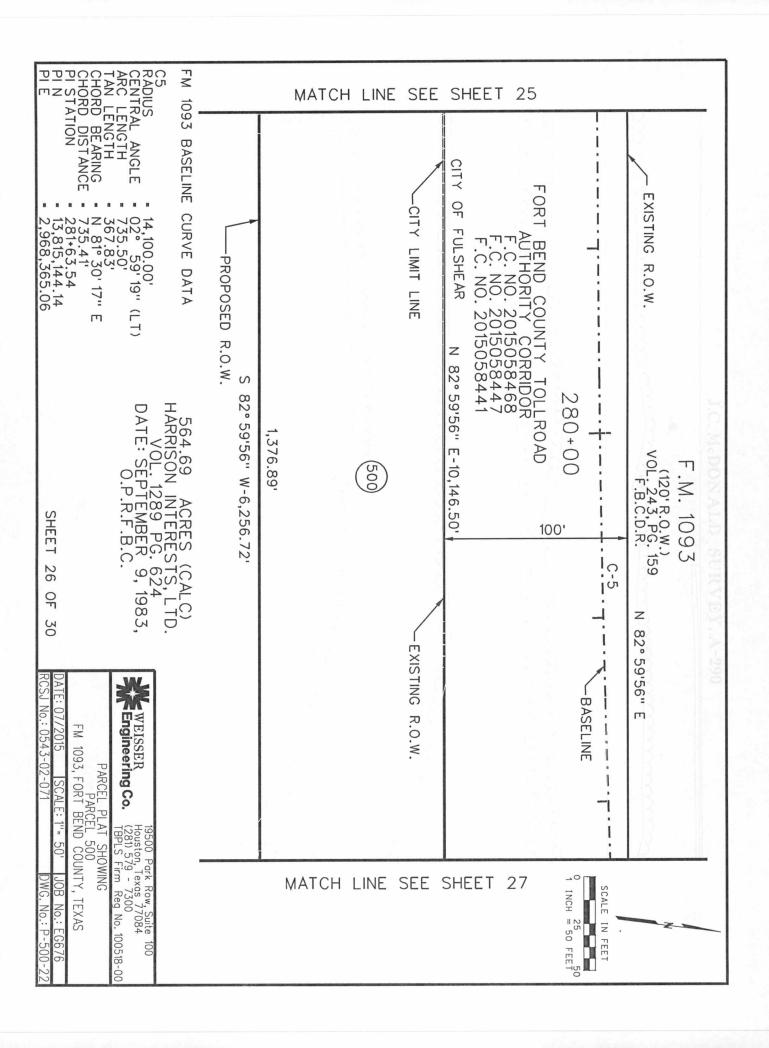


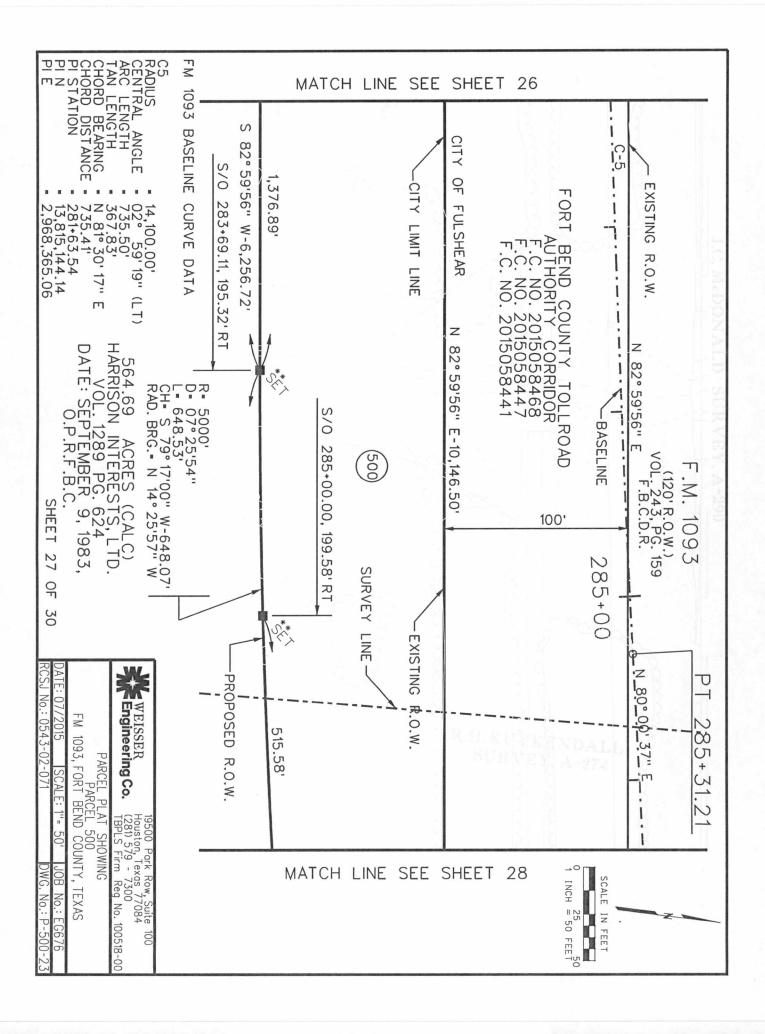


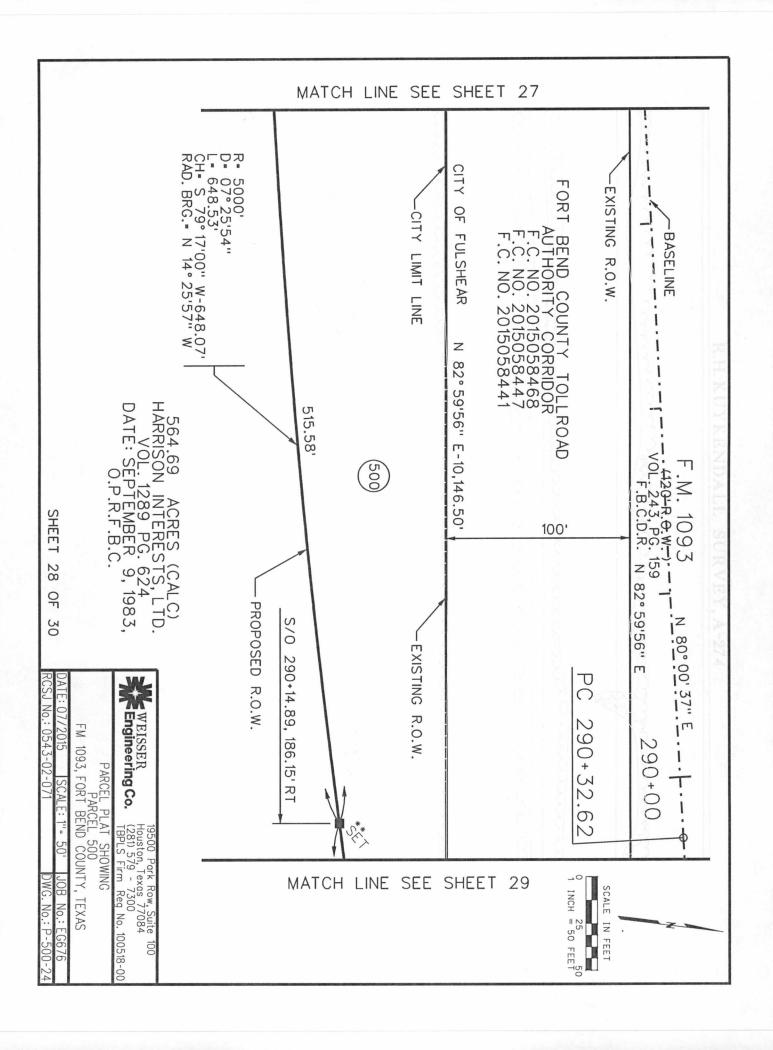


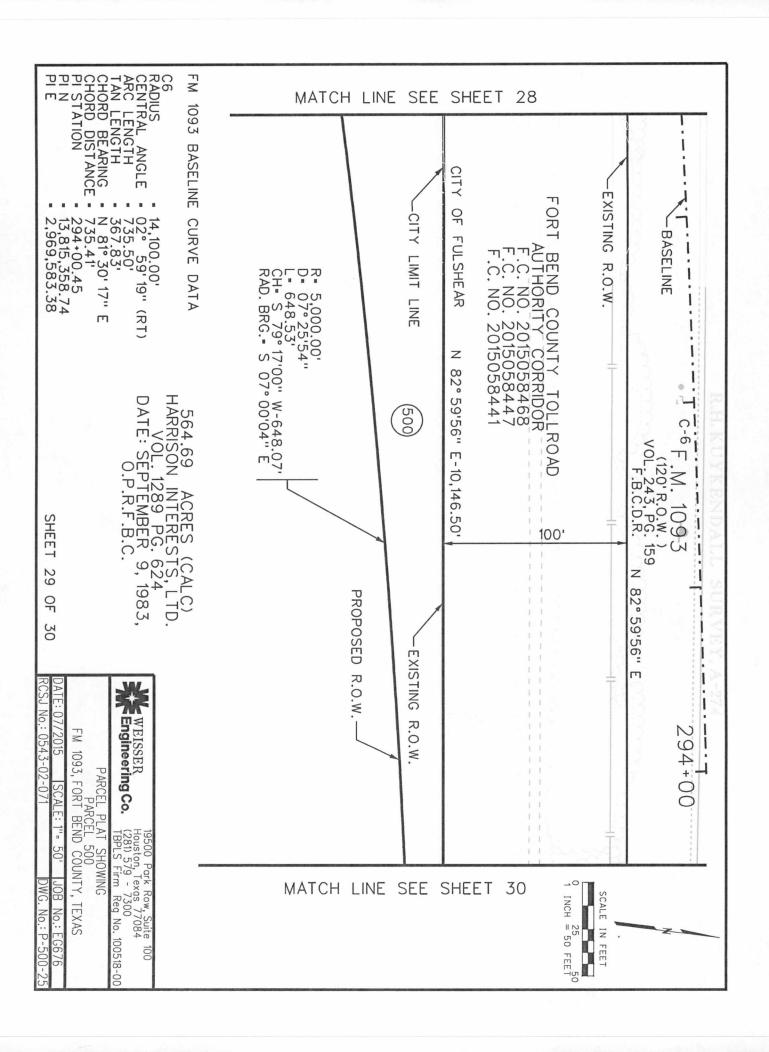












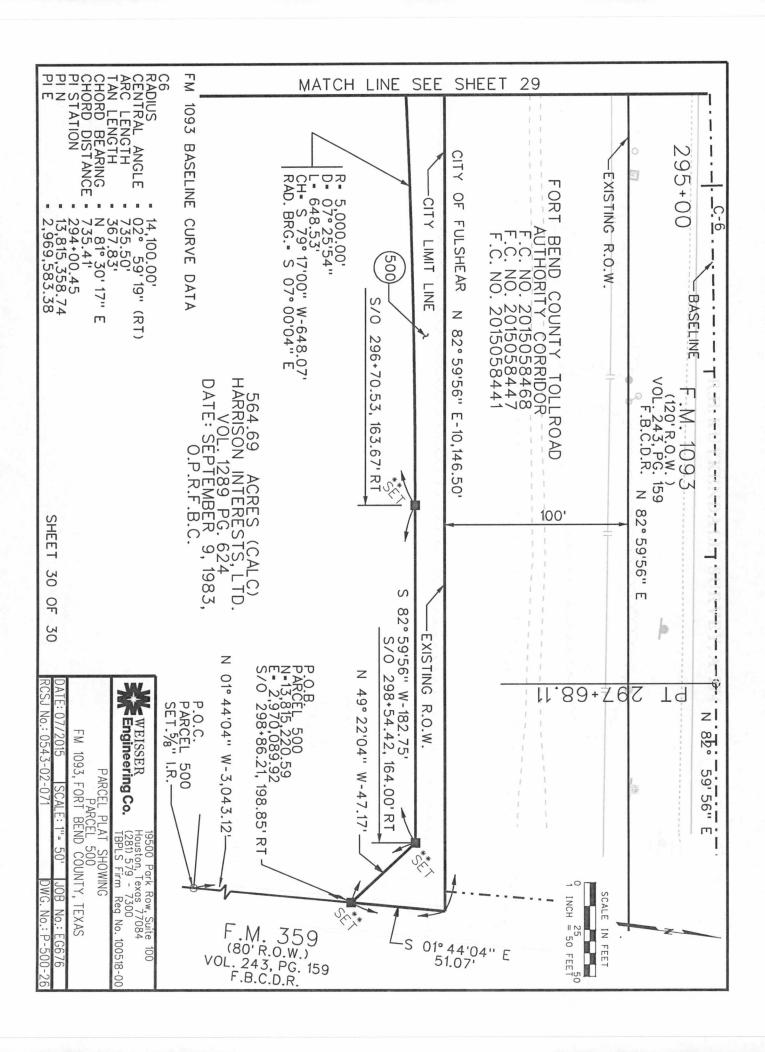


EXHIBIT "B" Form Donation Deed

DONATION DEED

(with Special Warranty of Title)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

This instrument is executed by DJH Ranching LP, a Texas limited partnership ("DJH"), whose address is 712 Main Street, Suite 1900, Houston, Texas 77002-3220, and Cat HIL Fulshear LLC, a Texas limited liability company, whose address is 1000 Louisiana, Suite 7000, Houston, Texas 77002 ("CAT") (DJH and CAT being herein each called a "Grantor", collectively "Grantors") and Fort Bend County, Texas ("Grantee"), a political subdivision of the State of Texas, whose address is Fort Bend County, Texas, Attention: County Judge, 401 Jackson Street, 4th Floor, Richmond, Texas 77469, in reference to the conveyance of that certain real property located in Fort Bend County, Texas, and depicted and described by metes and bounds in Exhibit A attached hereto and incorporated herein (the "Fulshear Ranch ROW"), and in reference to the FM1093/Westpark Tollway Extension (as hereinafter defined) onto said property and onto certain other property, as hereinafter provided. As used herein, the term "FM 1093/Westpark Tollway Expansion" shall mean the highway and tollway construction project, consisting initially of the extension of FM 1093 in Fort Bend County, Texas west of the intersection of FM 1093 and the Grand Parkway, to a point west of the northwestern corner of the Fulshear Ranch, followed by construction of the Westpark Tollway proximate thereto.

For good and valuable consideration, including the benefits accruing or to accrue to Grantors, by reason of the location and construction of the Improvements (defined below), and the agreements of Grantee set forth in this instrument and in the Road Development Agreement dated December 14, 2017, between Grantors and Grantee, as same may be amended from time to time (the "Road Development Agreement"), the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations, exceptions, restrictions, covenants and conditions set forth herein, Grantors hereby give, donate and convey to Grantee the surface only of the Fulshear Ranch ROW. This instrument has been issued pursuant to the Road Development Agreement, reference to which is here made for all purposes. Terms used but not defined in this instrument which are defined in the Road Development Agreement shall have the same meanings in this instrument as in the Road Development Agreement.

As additional consideration for the conveyance of the Fulshear Ranch ROW, Grantee agrees that: (i) Grantee shall construct the FM 1093/Westpark Tollway Extension in accordance with the plans and

specifications therefore dated June 14, 2017, and prepared by Dannenbaum Engineering (the "Plans"), and including the improvements, features, specifications and attributes described in this instrument, and the Road Development Agreement, and the documents and instruments executed pursuant thereto, all such improvements being hereinafter collectively called the "Improvements") in, into, upon, over, across, along and under or related to the Fulshear Ranch ROW or other property in the vicinity thereof, which Improvements will affect Grantors' remaining property described on Exhibit B attached hereto and incorporated herein (the "Adjacent Property"); and (ii) Grantee shall comply with all covenants, restrictions, requirements, terms and conditions set forth in the Road Development Agreement or in any of the instruments or agreements contemplated thereby.

Reservations from Conveyance (collectively, the Access Point Reservation, Mineral Reservation, as both defined hereinbelow):

Access Point Reservation:

Grantors except and reserve unto themselves and their successors and assigns, the right to direct vehicular and other ingress and egress between the Adjacent Property and any road(s) constructed on the Fulshear Ranch ROW at locations in substantial conformance with the agreed upon potential access points depicted on Exhibit X attached hereto and incorporated herein (the "Potential Access Points"). Upon request of Grantor, County may consider alternative locations of potential access points consistent with the County's Policies and Procedures Relating to Access along the Fort Bend Westpark Tollway/FM 1093.

The reservations and covenants contemplated under the immediately preceding heading are herein called the "Access Point Reservation".

Mineral Reservation:

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

The reservations contemplated under the immediately preceding heading are herein called the "Mineral Reservation".

No Warranty:

Grantors convey, and Grantee accepts, the Fulshear Ranch ROW in its "AS IS", "WHERE IS", and "WITH ALL FAULTS", condition, and without any representation or warranty (other than the special warranty of title set forth herein), express or implied, all as more fully provided in the Road Development Agreement.

Restrictive Covenants:

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

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

Grantors, as the owners of the Fulshear Ranch ROW, hereby establish the Restrictions as covenants, conditions and restrictions to regulate the development, impacts, appearance, and uses of the Fulshear Ranch ROW and the improvements placed on it (and where applicable, other lands which are part of the FM 1093/Westpark Tollway Extension), for the benefit of Grantors and their successors and assigns as owners of the Adjacent Property. Grantors and Grantee stipulate and agree that (1) the Restrictions touch and concern the Fulshear Ranch ROW; (2) privity of estate exists by reason of the ownership by Grantors of the Fulshear Ranch ROW; (3) notice is given by filing this instrument in the real property records of the county in which the Fulshear Ranch ROW is situated; and (4) the Restrictions are reasonable, their purposes being for the benefit of Grantors and the protection of the Adjacent Property, who and which are affected by the design, access, function, appearance, and uses of the Fulshear Ranch ROW and other property affected by the FM 1093/Westpark Tollway Extension. The Restrictions run with the land making up the Fulshear Ranch ROW, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantors and their successors and assigns, forever.

Exceptions to Conveyance:

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

in effect and shall affect title to the Fulshear Ranch ROW; and (vi) all other matters contemplated by this instrument.

Ad valorem taxes for the current year have not been prorated as of the date hereof between Grantors and Grantee, and Grantee shall be responsible for the payment of all ad valorem property taxes, if any, which become due and payable on or after the Effective Date of this instrument.

Grantee acknowledges and agrees that neither Grantor shall be obligated to guarantee or otherwise cause to be performed any obligation of the other Grantor, it being understood and agreed by Grantee that each Grantor is responsible solely for its own obligations hereunder and not those of the other Grantor, and that each Grantor's conveyance, warranties, covenants and obligations hereunder are solely with respect to itself and its own undivided fifty percent (50%) interest in the Fulshear Ranch ROW (each Grantor owning an undivided fifty percent 50% interest in the Fulshear Ranch ROW), and that the obligations of Grantors hereunder are not joint and several obligations. To the extent of any irreconcilable conflict between the provisions of this paragraph and any other provisions of this instrument, the provisions of this paragraph shall prevail.

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

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

[Signatures Follow]

EXECUTED on the date(s) set forth in the set of the "Effective Description".	he acknowledgements hereof, but effective as of the day of Date").
GRANTORS:	
	DJH RANCHING LP, a Texas limited partnership
	By: DJH Ranching GP LLC, a Texas limited liability company, General Partner
	By: Daniel J. Harrison III, Manager
	Daniel J. Harrison III, Manager
	CAT HIL FULSHEAR LLC a Texas limited liability company
	Ву:
	William B. Harrison, Manager
STATE OF TEXAS	S
	S
COUNTY OF HARRIS	S
J. Harrison III, manager of DJH Ranching	ed before me on the day of, 2017, by Daniel g GP LLC, a Texas limited liability company, general partner of DJH sip, on behalf of said limited liability company and limited partnership.
	Notary Public Signature
(NOTARY SEAL)	

STATE OF TEXAS	\$		
	\$		
COUNTY OF HARRIS	\$		
This instrument was ackr B. Harrison, manager of Cat HII liability company.			, 2017, by William ny, on behalf of said limited
	Notary Public	Signature	
(NOTARY SEAL)			

AGREED TO AND ACCEPTED:

GRANTEE

		FORT BEND COUNTY, TEXAS			
		By: Robert Hebert, County Judge			
PURSUANT TO RESOLUTION/ORDER	NO.	DATED	, 2017.		
ATTEST By: Name: Title: APPROVED AS TO FORM:					
, County Attorney					
STATE OF TEXAS §					
\$					
COUNTY OF §					
This instrument was acknowledged be County Judge of Fort Bend County, Texas, County.					
		Notary Public Signature			

(NOTARY SEAL)

Exhibits to be attached before signing:

Exhibit A – Legal Description of the Fulshear Ranch ROW

Exhibit B - Legal Description of the Adjacent Property

Exhibit X - Potential Access Points

Exhibit A-- Legal Description of the Fulshear Ranch ROW (see attached)

County: Fort Bend Highway: F.M. 1093

Project Limits: West of Fulshear to FM 1463 / FM 359

RCSJ: 0543-02-071

Property Description for Parcel 500

Being a 22.081 acre (961,827 square feet) parcel of land, out of the E. Latham Survey A-50, Morris & Cummings Survey A-294, J.C. McDonald Survey A-290 and the R.H. Kuykendahl Survey A-274, Fort Bend County, Texas, and being part of and out of that certain 564.69 acre (calc) tract of land described in a Deed dated September 9, 1983, from Dan J. Harrison Jr. and David Harrison III to Harrison Interests, LTD. filed in the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.) in Volume 1289, Page 624, said 23.614 acre parcel being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set for the southeast corner of said 564.69 acre tract and in the west line of F.M. 359 (80 feet wide) as described in Volume 243, Page 159 of the Fort Bend County Deed Records (F.B.C.D.R.) Fort Bend County, Texas, thence as follows:

North 01°44'04" West, a distance of 3,043.12 feet, along the west line of said F.M. 359 and along the east line of said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set in the proposed south right-of-way line of FM 1093 (width varies) for the southeast corner and POINT OF BEGINNING of the herein described parcel, said point having Coordinates of N=13,815,220.59 and E=2,970,089.92;**

- 1) THENCE, North 49°22'04" West, a distance of 47.17 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 2) THENCE, South 82°59'56" West, a distance of 182.75 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point and the beginning of a curve to the left;**
- 3) THENCE, in a southwesterly direction, with the proposed south right-of-way line of said F.M. 1093, with said curve to the left having a radius of 5000.00 feet, a central angle of 07°25'54" and chord which bears South 79°17'00" West, 648.07 feet, for an arc length of 648.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap set in the proposed north right-of-way line of said F.M. 1093 and for the beginning of a curve to the right;**

- 4) THENCE, in a westerly direction, with the proposed south right-of-way line of said F.M. 1093, with said curve to the right having a radius of 5000.00 feet, a central angle of 07°25'54" and chord which bears South 79°17'00" West, 648.07 feet, at an arc length of 515.58 feet passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 285+00.00 and continuing for a total arc length of 648.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap set in the proposed north right-of-way line of said F.M. 1093 and for an angle point of the herein described parcel;**
- 5) THENCE, South 82°59'56" West, at a distance of 1,376.89 feet passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 270+00.00, continuing at a distance of 2,876.89 feet passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 255+00.00, continuing at a distance of 4,376.89 feet passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 240+00.00, continuing at a distance of 5,876.89 feet passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 225+00.00 and continuing for a total distance of 6,256.72 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 6) THENCE, South 40°08'09" West, a distance of 51.31 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 7) THENCE, South 02°43'38" East, a distance of 24.34 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 8) THENCE, South 87°16'22" West, a distance of 176.00 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 9) THENCE, North 02°43'38" West, a distance of 11.19 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 10) THENCE, North 49°51'51" West, a distance of 47.62 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**

- 11) THENCE, South 82°59'56" West, at a distance of 873.68 feet, passing a set 5/8-inch iron rod with TxDOT aluminum cap marking Engineers Station 210+00.00 and continuing for a total distance of 1,926.09 feet along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 12) THENCE, South 27°59'26" West, a distance of 38.55 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 13) THENCE, South 82°58'34" West, a distance of 203.08 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 14) THENCE, North 17°00'34" West, a distance of 19.68 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 15) THENCE, South 62°00'34" West, a distance of 1.00 feet, along the proposed south right-of-way line of FM 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set in the east line of a 3.01 acre tract of land described in Deed dated October 22, 2008 to Prototype Machine Co., Inc. filed in the O.P.R.F.B.C. at Clerk's File No. 2008112545 and in the west line of said 564.69 acre tract for the southwest corner of the herein described parcel;**
- 16) THENCE, North 02°31'13" West, a distance of 111.88 feet, along the east line of said 3.01 acre tract and along the west line of said 564.69 acre tract to a 3/4-inch iron pipe found in the south right-of-way line of Fort Bend County Tollroad Authority Corridor (100' wide) as described under Clerks File No.'s 2015058468, 2015058447, 2015058441, filed in the O.P.R.F.B.C., for the northeast corner of said 3.01 acre tract, for the northwest corner of a said 564.69 acre tract and marking the northwest corner of the herein described parcel;
- 17) THENCE, North 82°58'36" East, a distance of 16.03 feet, along the north line of said 564.69 acre tract and along the existing south right-of-way line of said Fort Bend County Tollroad Authority Corridor to an angle point of the herein described parcel;
- 18) THENCE, North 82°59'56" East, a distance of 10,146.50 feet, along the north line of said 564.69 acre tract and along the existing south right-of-way line of said Fort Bend County Tollroad Authority Corridor to a point in the existing west right-of-way line of said F.M. 359 and marking the northeast corner of the herein described parcel;

19) THENCE, South 01°44'04" East, a distance of 51.07 feet, along the existing west right-of-way line of said F.M. 359 and the east line of said 564.69 acre tract to the POINT OF BEGINNING and containing 22.081 acres (961,827 square feet) parcel of land.

NOTE: All bearings are based on the Texas coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

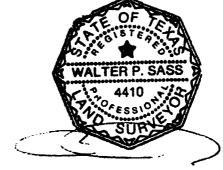
All coordinates shown hereon are established from TxDOT Control Monuments, H-3, H-4, H-5, and H-13 prepared by Costello, Inc. dated February 23, 2000 and TxDOT Control Monuments H-5A and H-5B prepared by Weisser Engineering Company dated October 2006.

** The monument described and set in this call may be replaced with a TxDOT Type II Right of Way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access will be permitted to the remainder property abutting the highway facility.

NOTE: A parcel plat of even date was prepared in conjunction with this property description.

Compiled by: Weisser Engineering Company TBPLS Firm Reg. No. 100518-00 19500 Park Row, Suite 100 Houston, Texas 77084 (281) 579-7300 July, 2015



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* Prepared by: Weisser Engineering Company
* Routine: Area Summary Coord File: EG676.crd 3/31/16 11:21:23
* Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000
Parcel 500 Revised 3-31-16
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N 01°44'04"W 3043.12 55287 13815220.59
                                                                                                                                       Easting
 Point ID
                                                                                                                                    2970089.92
(POC) 51470
                                                                                                55288 13815251.31 2970054.12
55289 13815229.04 2969872.73
                                          N 49°22'04"W
                                                                            47.17
(POB) 55287
         55288 227°38'00" s 82°59'56"W
                                                                          182.75
                                                                                                                   CURVE DIR: CCW
CEN. ANG: 7°25'54"
DEGREE: 1°08'45"
     CURVE DEF: Arc
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EXT: 10.53
                                         LEN: 648.53
MO: 10.51
     RAD: 5000.00
     CHORD: 648.07
     SEG: 4542 TRI: 1616779
55289 270'00'00" s 07'00'04"E 5000.00
55290 7'25'54" N 14'25'57"W 5000.00
55289 183'42'57" s 79'17'00"W 648.07
                                                                                                         SEC: 1621321
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55291 13815108.52 2969235.96
                                                                                                                   CURVE DIR: CW
CEN. ANG: 7°25'54"
DEGREE: 1°08'45"
     CURVE DEF: Arc RAD: 5000.00
                                 LEN: 648.53
MO: 10.51
                                                                              TAN: 324.72
EXT: 10.53
     CHORD: 648.07
SEG: 4542
                                                                                                SEC: 1621321
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55293 13814988.01
55293 13814988.01
                                                       TRI: 1616779
         TRI: 1
55291 93°42'57" N 14°25'57"W
55292 352°34'06" S 07°00'04"E
55291 180°00'00" S 79°17'00"W
55293 176°17'03" S 82°59'56"W
51314 222°51'47" S 02°43'38"E
51316 90°00'00" S 77°16'33""
                                                                                                                                    2967989.75
                                                                         5000.00
                                                                                                                                    2968599.19
                                                                         5000.00
                                                                                                                                    2968599.19
                                                                          648.07
                                                                                                51314 13814225.40
                                                                                                                                    2962389.12
                                                                         6256.72
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                                                                                                                                    2962356.04
                                                                                                51316 13814161.86
51317 13814153.48
51318 13814164.66
51319 13814195.36
                                                                                                                                    2962357.20
                                                                             24.34
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                                                                                                                                    2962181.40
                                                                          176.00
         51317 90 00 00 S 8/ 16 22 W

51317 90 00 00 N 02 43 38 W

51318 227 08 13 N 49 51 51 W

51319 227 08 13 S 82 59 56 W

55294 235 00 30 S 27 59 26 W

55295 125 00 52 S 82 58 34 W
                                                                            11.19
47.62
                                                                                                                                    2962180.87
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                                                                                                55294 13813960.59
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                                                                                                                                    2960006.53
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                                                                                                                                    2960001.61
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                                                                            16.03
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                                                                       10146.50
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                                                                                                                                    2970089.92
                                                                             51.07
```

Perimeter: 20607.85 Cumulative Perimeter: 20607.85

Sq. Feet: 961827 Acres: 22.0805

Total - Sq. Feet: 961827 Acres: 22.0805

Parcel 500 Kuykendahl Survey 4-4-16.txt

```
* Prepared by: Weisser Engineering Company
  Routine: Area Summary Coord File: EG676.crd Input Scale Factor: 1.000000000 Output Scal
                                                      e: EG676.crd 4/04/16 16:05:35
Output Scale Factor: 1.000000000
Parcel 500 Kuykendahl Survey 4-4-16
                                                                                                                Easting
 Point ID
                                                        Distance Point ID
                                                                                           Northing
                                    Bearing
                   Ang Rt
      51312 S 01°44'04"E
55287 47°38'00" N 49°22'04"W
55288 227°38'00" S 82°59'56"W
                                                                             55287 13815220.59 2970089.92
55288 13815251.31 2970054.12
55289 13815229.04 2969872.73
                                                             51.07
                                                            47.17
182.75
                                                                                             CURVE DIR: CCW
CEN. ANG: 7°25'54"
   CURVE DEF: Arc
                                                               TAN: 324.72 EXT: 10.53
   RAD: 5000.00
                                LEN: 648.53
                                                                                             DEGREE: 1'08'45"
   CHORD: 648.07
                                MO: 10.51
     TRI: 1616779
55289 270°00'00" S 07°00'04"E 5000
55290 7°25'54" N 14°25'57"W 5000
55289 183°42'57" S 79°17'00"W 648
                                                                                             1621321
                                                                                     SEC:
   SEG: 4542
                                                                             55290 13810266.32
55291 13815108.52
                                                                                                           2970482.16
                                                          5000.00
                                                                                                           2969235.96
                                                          5000.00
                                                            648.07
                                                                             55291 13815108.52 2969235.96
                                                                                             CURVE DIR: CW
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DEGREE: 1°08'45"
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55291 93°42'57" N 14°25'57"W 5000

55292 354°36'28" S 09°02'25"E 5000

55291 181°01'11" S 78°15'49"W 470

51495 80°43'25" N 02°27'36"W 97

51494 94°32'27" N 82°59'56"E 1327
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                                                                                                           2967989.75
                                                                             51495 13815012.84
                                                                                                           2968775.39
                                                          5000.00
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                                                                                                           2968775.39
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                                                                             51494 13815109.89
                                                             97.14
                                                                                                           2968771.22
                                                                             51312 13815271.64
                                                                                                           2970088.37
                                                          1327.04
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Perimeter: 2824.27 Cumulative Perimeter: 2824.27

Sq. Feet: 61149 Acres: 1.4038

Total - Sq. Feet: 61149 Acres: 1.4038

Parcel 500 McDonald Survey 4-4-16.txt

```
* Prepared by: Weisser Engineering Company
* Routine: Area Summary Coord File: EG676.crd 4/04/16 16:10:01
* Input Scale Factor: 1.000000000 Output Scale Factor: 1.0000000000
Parcel 500 McDonald Survey 4-4-16
Point ID Ang Rt Bearing
                                                                                           Northing
                                                         Distance Point ID
                                                                                                                Easting
      51493 N 02°27'36"W
51492 94°32'27" N 82°59'56"E
51494 85°27'33" S 02°27'36"E
                                                                                                           2964281.75
2968771.22
                                                                             51492 13814558.57
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51495 13815012.84 2968775.39
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   SEG: 94
                                            TRI: 444802
      51495 6°34'49" N 09°02'25"W
55292 357°57'39" S 07°00'04"E
51495 95°33'38" S 81°58'46"W
55293 178°58'49" S 82°59'56"W
                                                                             55292 13819950.73
55293 13814988.01
55293 13814988.01
                                                          5000.00
                                                                                                            2967989.75
                                                                                                            2968599.19
                                                           5000.00
                                                          177.95
4345.53
                                                                                                            2968599.19
                                                                             51493 13814458.35 2964286.06
```

Perimeter: 9244.14 Cumulative Perimeter: 9244.14

Sq. Feet: 452132 Acres: 10.3795

Total - Sq. Feet: 452132 Acres: 10.3795

Parcel 500 Latham Survey 4-4-16.txt

* Prepared by: Weisser Engir * Routine: Area Summary Coo	neering Company ord File: EG676.cm	rd 4/04/16 16:07:48				
* Input Scale Factor: 1.0000	000000 Output So	ale Factor: 1.00000000	0			
*						
Parcel 500 Latham Survey 4-4-16						
Point ID Ang Rt Beari	ing Distance	Point ID Northing				
51323 N 82°58		51489 13814034.91	2960017.52			
51489 179°58'40" N 82°59	9'56"E 2385.51	51491 13814325.68	2962385.25			
51491 85°12'29" s 02°12	2'33"E 100.35	51314 13814225.40	2962389.12			
51314 137°39'18" S 40°08		51315 13814186.17	2962356.04			
51315 222°51'47" s 02°43		51316 13814161.86	2962357.20			
51316 90'00'00" s 87'16		51317 13814153.48	2962181.40			
51317 90°00'00" N 02°43		51318 13814164.66	2962180.87			
51318 227°08'13" N 49°51		51319 13814195.36	2962144.46			
51319 227 08 13" S 82 59	9'56"W 1926.09	55294 13813960.59	2960232.73			
55294 235°00'30" s 27°59		55295 13813926.72	2960214.73			
55295 125°00'52" S 82°58		55296 13813901.89	2960013.17			
55296 99°59'08" N 17°00		55297 13813920.71	2960007.41			
55297 225°00'00" N 62°00		55285 13813921.18	2960006.53			
55285 120°30'39" N 02°33	1'13"W 111.88	51323 13814032.95	2960001.61			
22792 TCC 20, 28 M CC 27	T T) M TTT'00	JTJ2J TJ014032.3J	2300001.01			

Perimeter: 5112.45 Cumulative Perimeter: 5112.45 Sq. Feet: 257449 Acres: 5.9102 Total - Sq. Feet: 257449 Acres: 5.9102

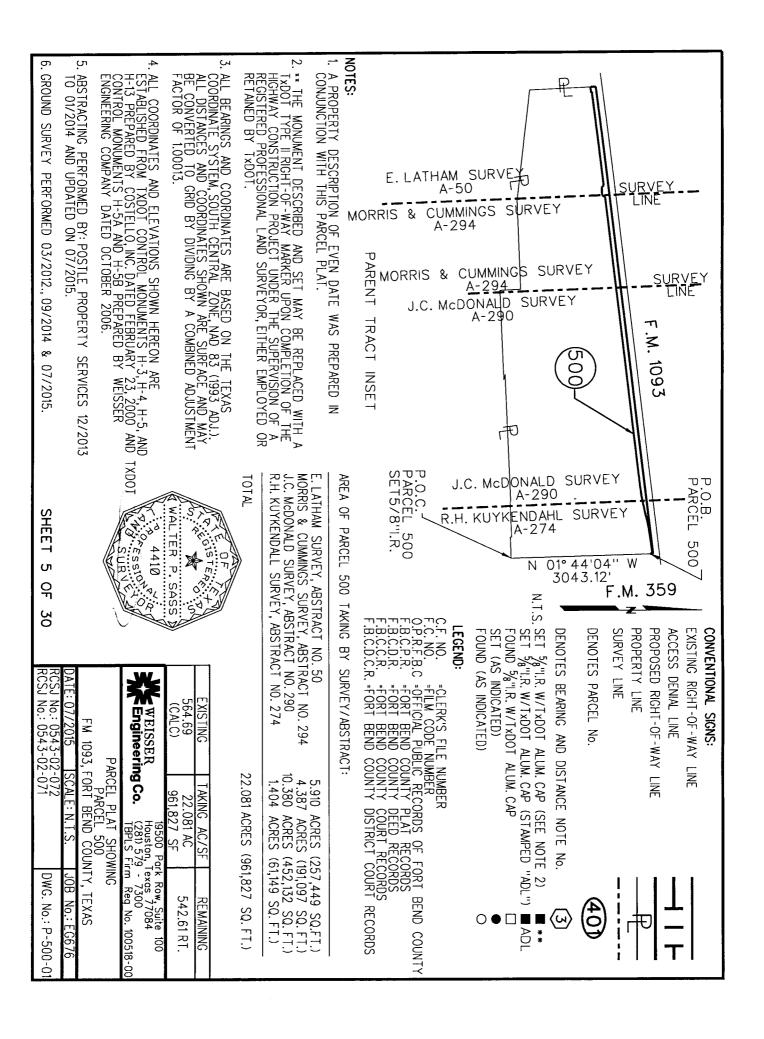
Parcel 500 Cummings Survey.txt

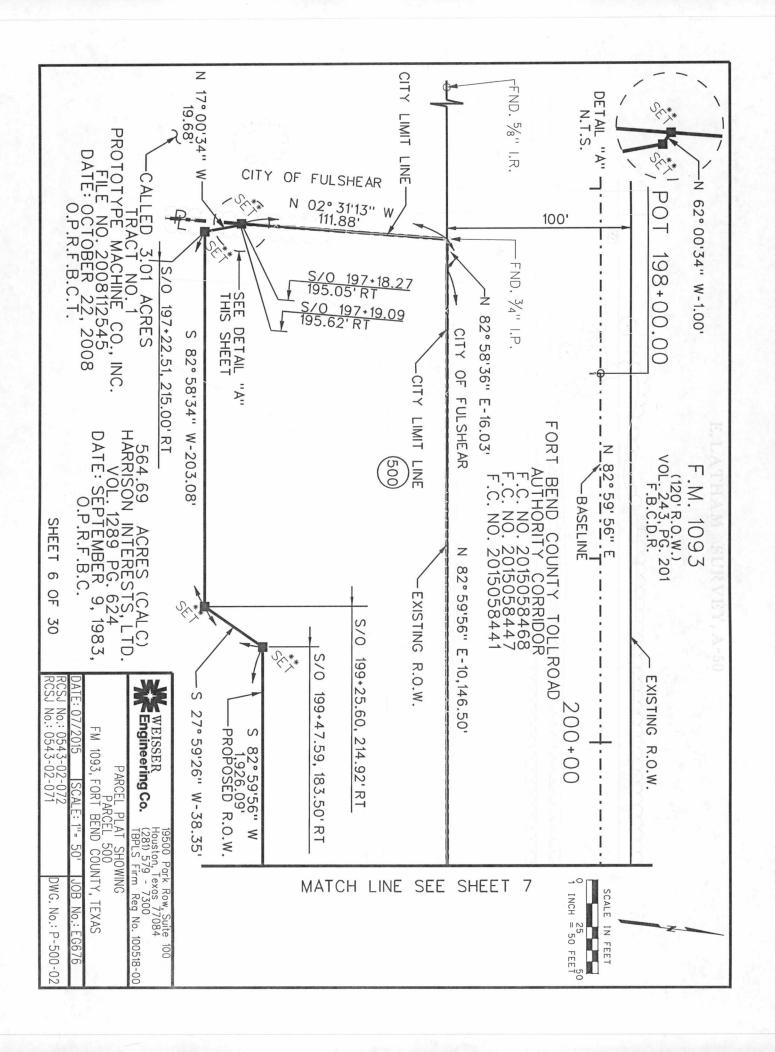
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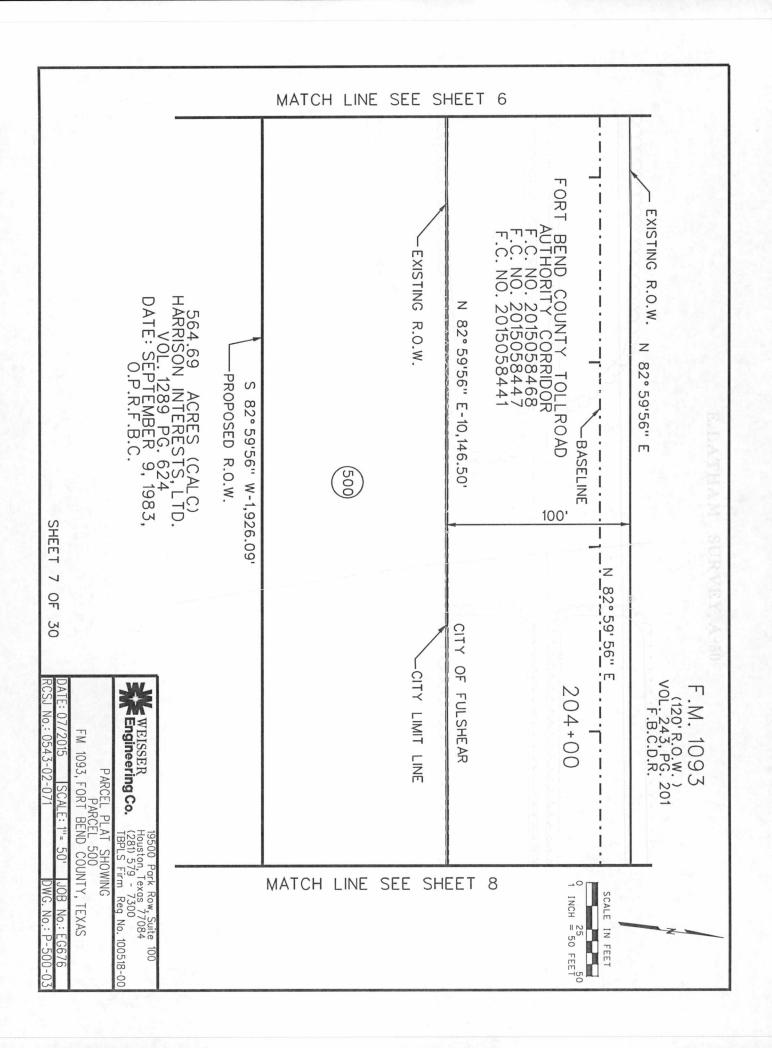
Parcel 500 Cummings Survey

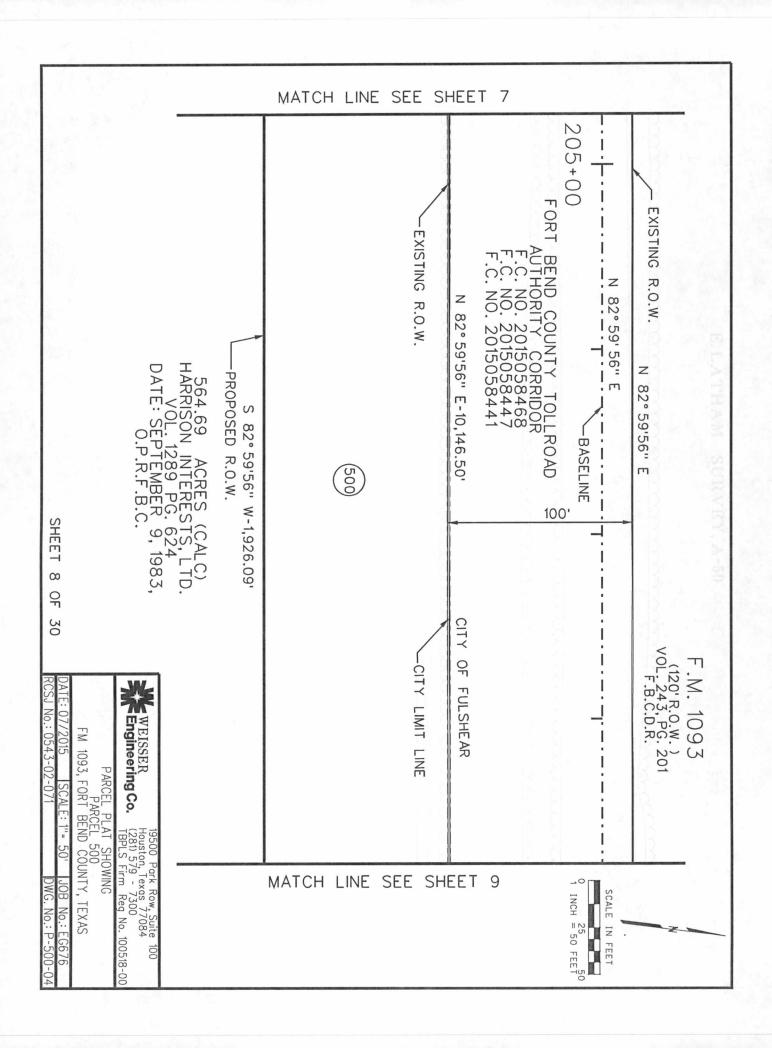
	cummings survey				
Point ID	Ang Rt Bearing	Distance	Point ID	Northing	Easting
51314	N 02°12'33"W	100.35	51491	13814325.68	2962385.25
51491	94°47'31" N 82°59'56"E	1910.75	51492	13814558.57	2964281.75
51492	85°27'33" s 02°27'36"E	100.31	51493	13814458.35	2964286.06
	94°32'27" S 82°59'56"W	1911.19	51314	13814225.40	2962389.12

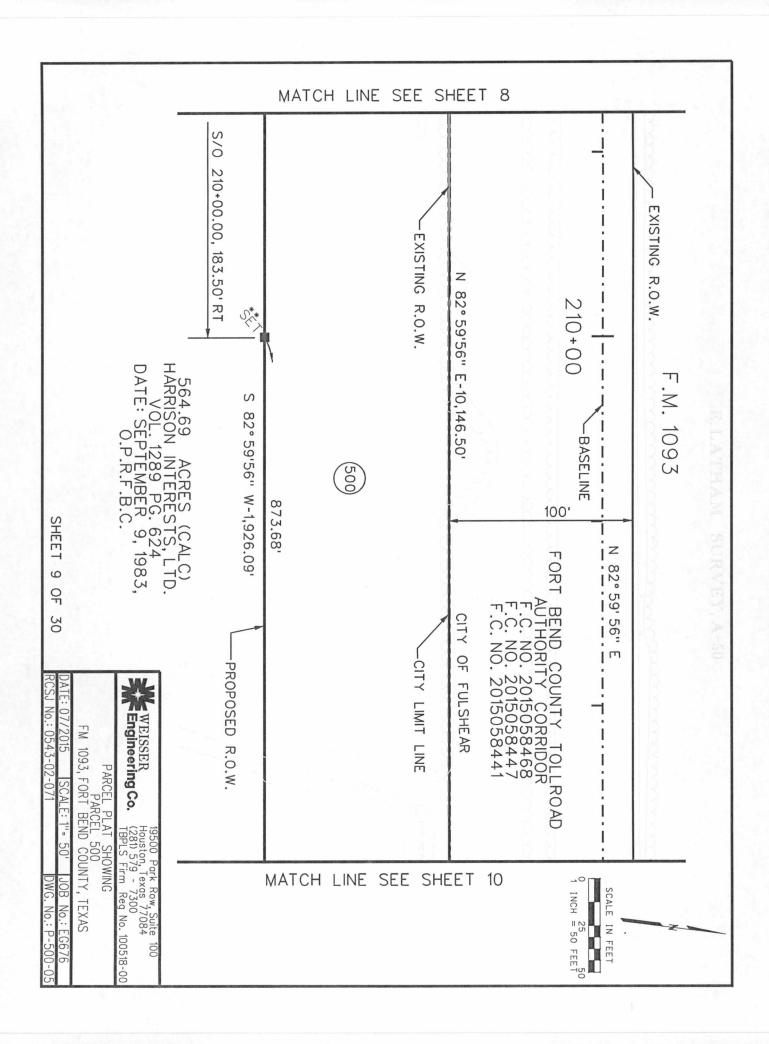
Perimeter: 4022.61 Cumulative Perimeter: 4022.61 Sq. Feet: 191097 Acres: 4.3870 Total - Sq. Feet: 191097 Acres: 4.3870

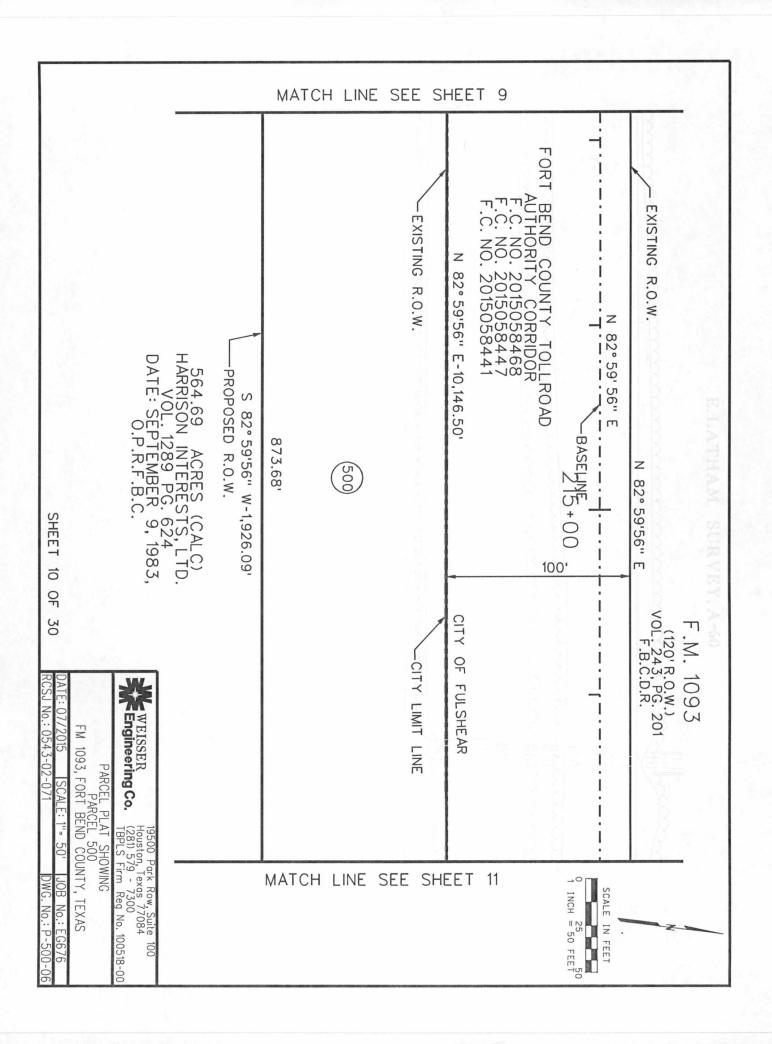


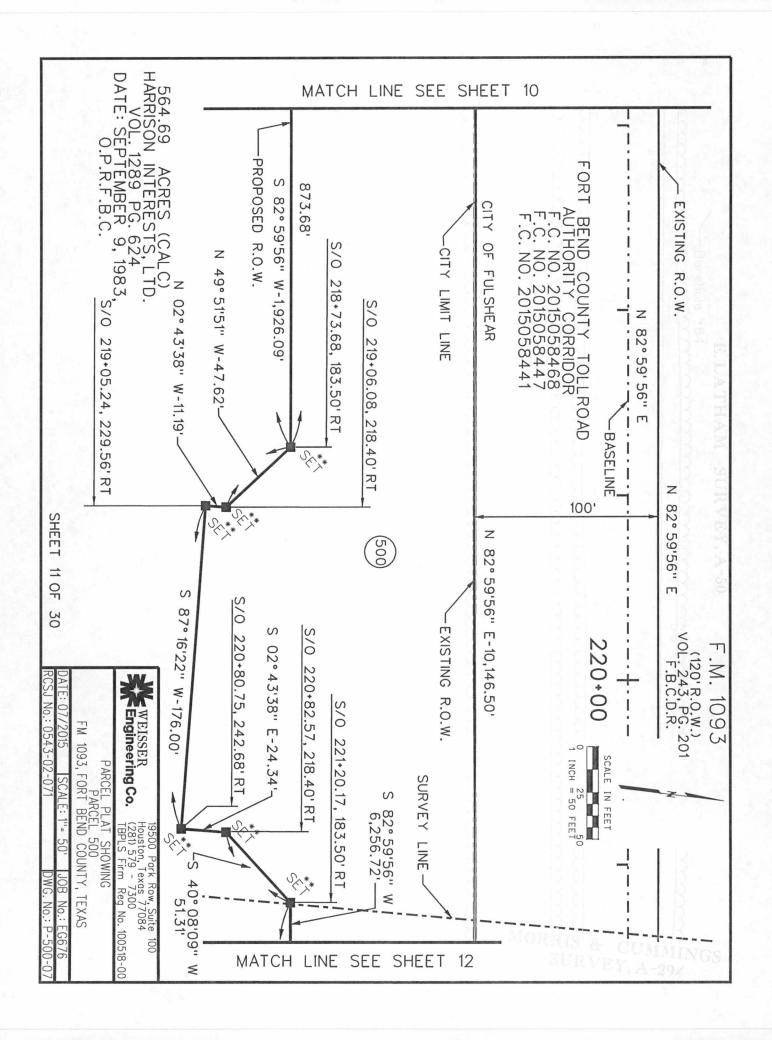


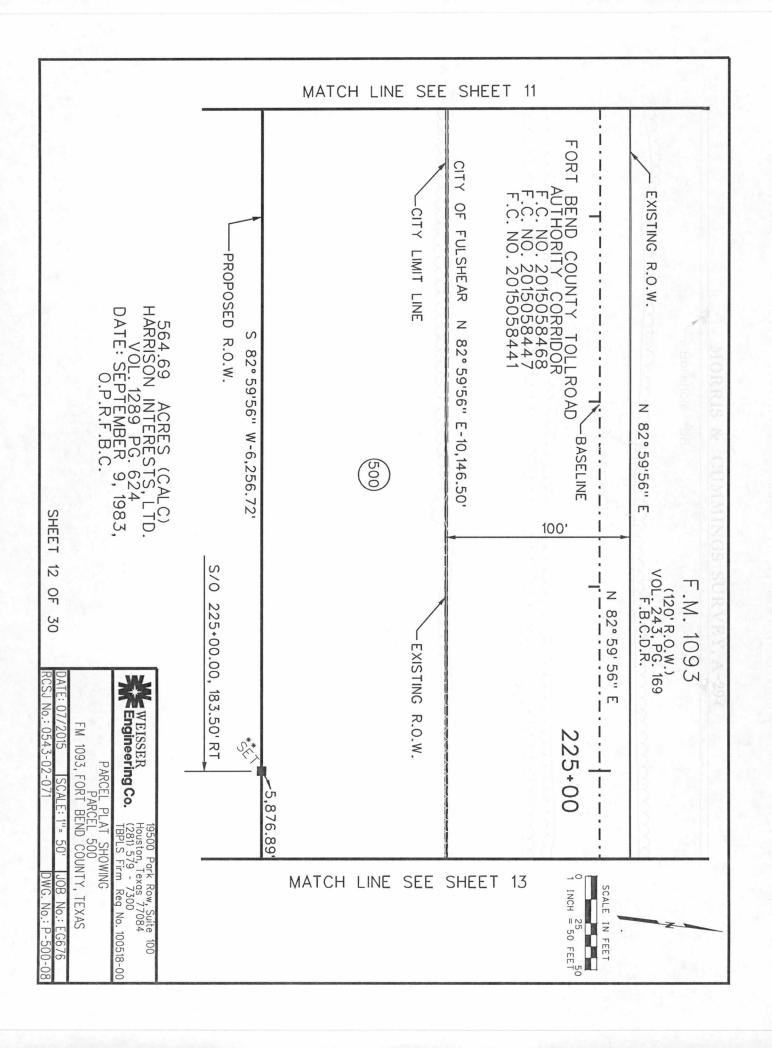


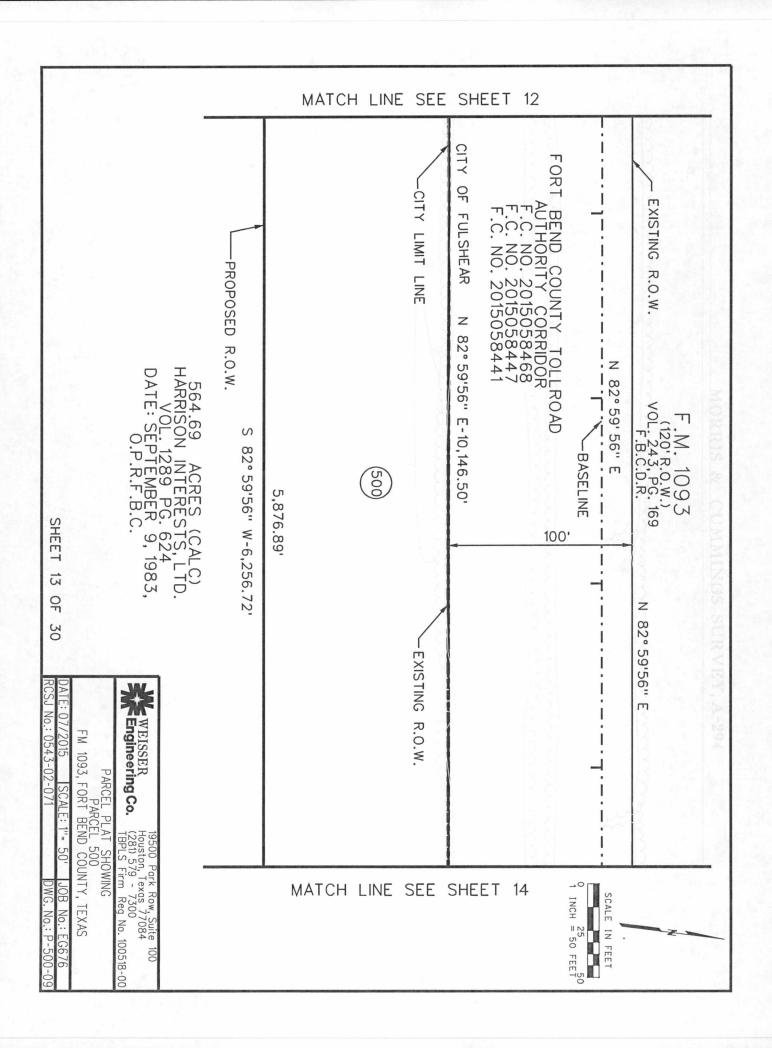


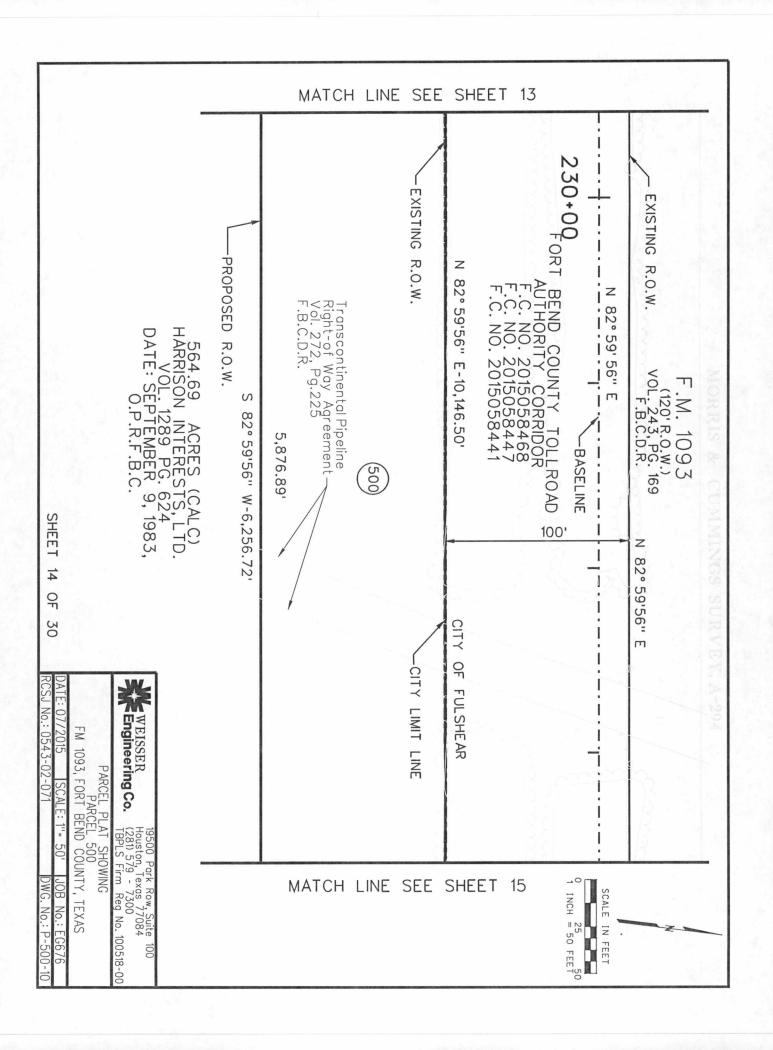


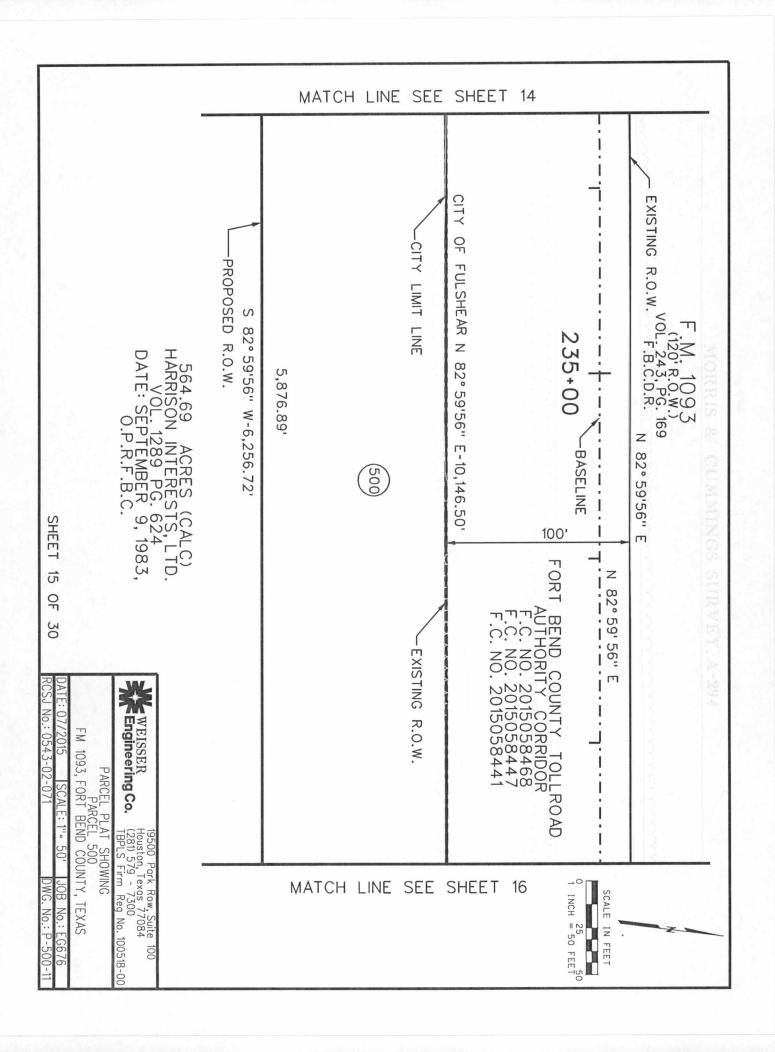


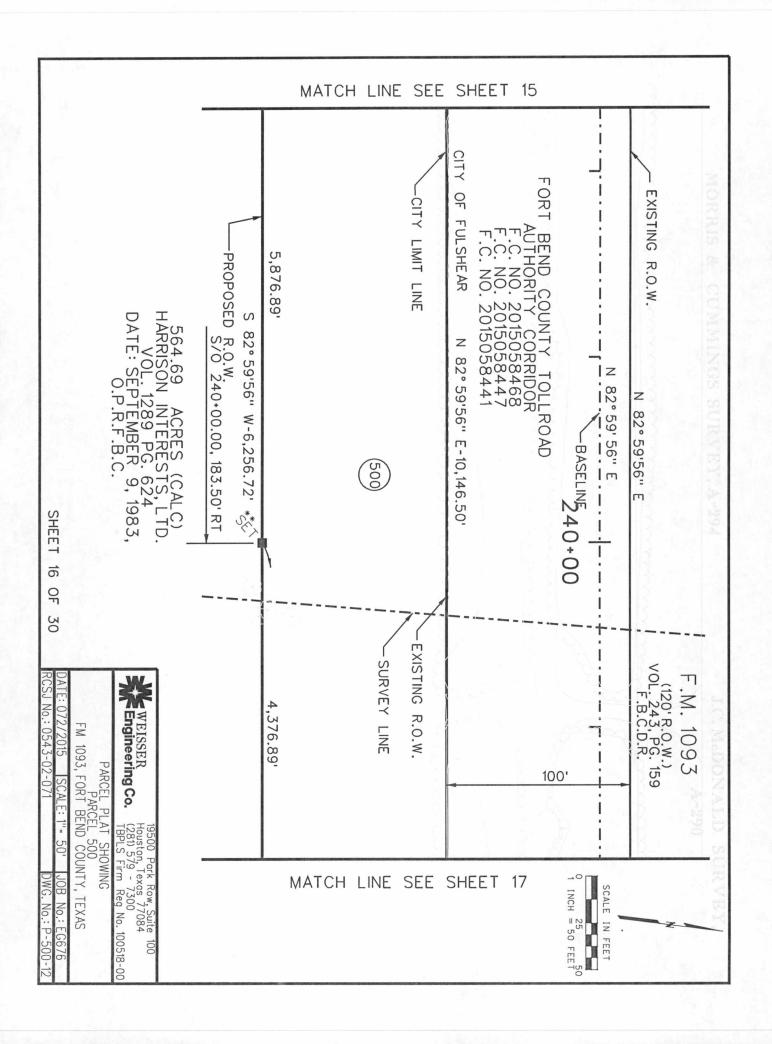


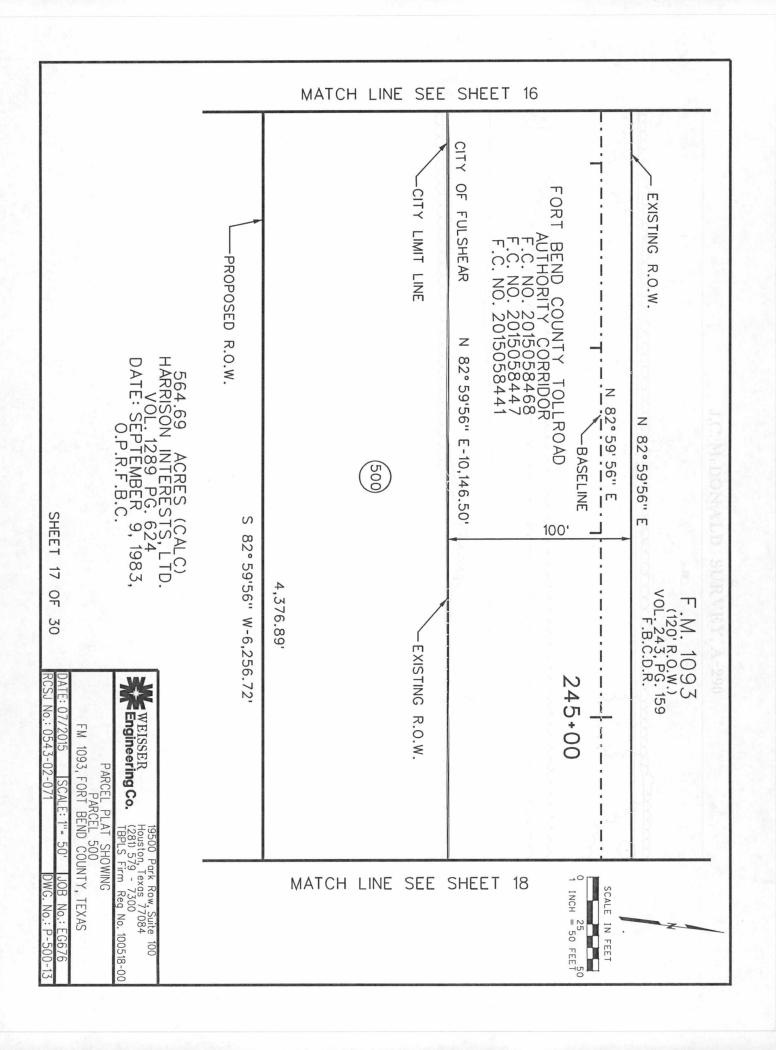


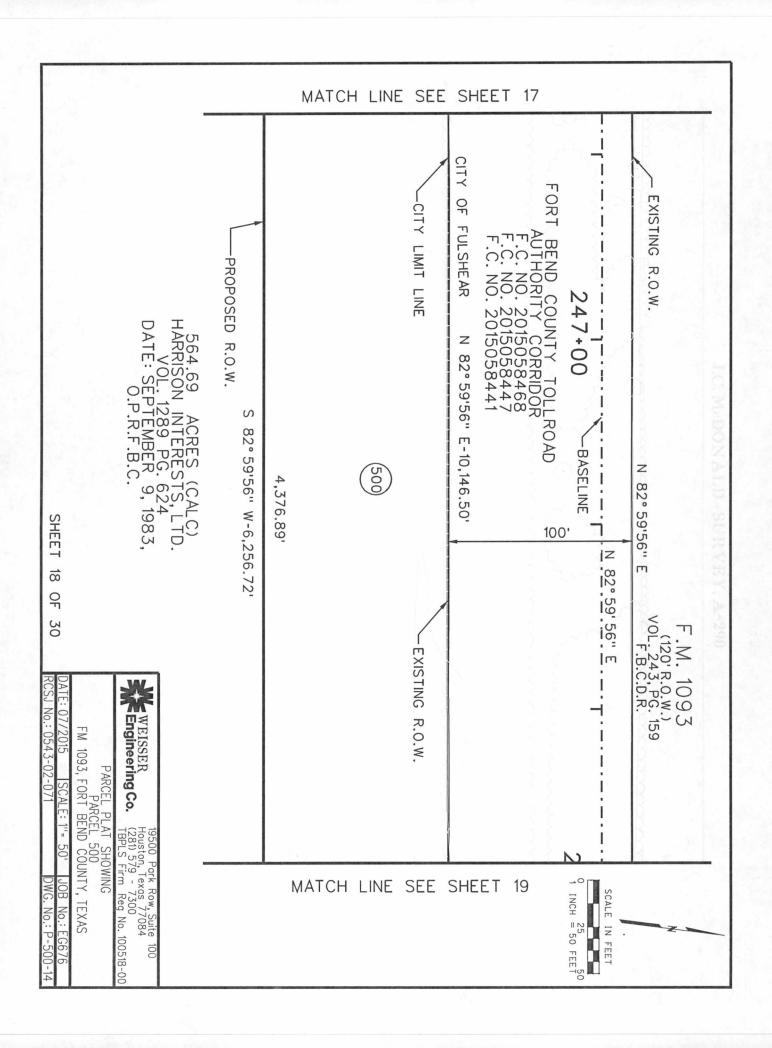


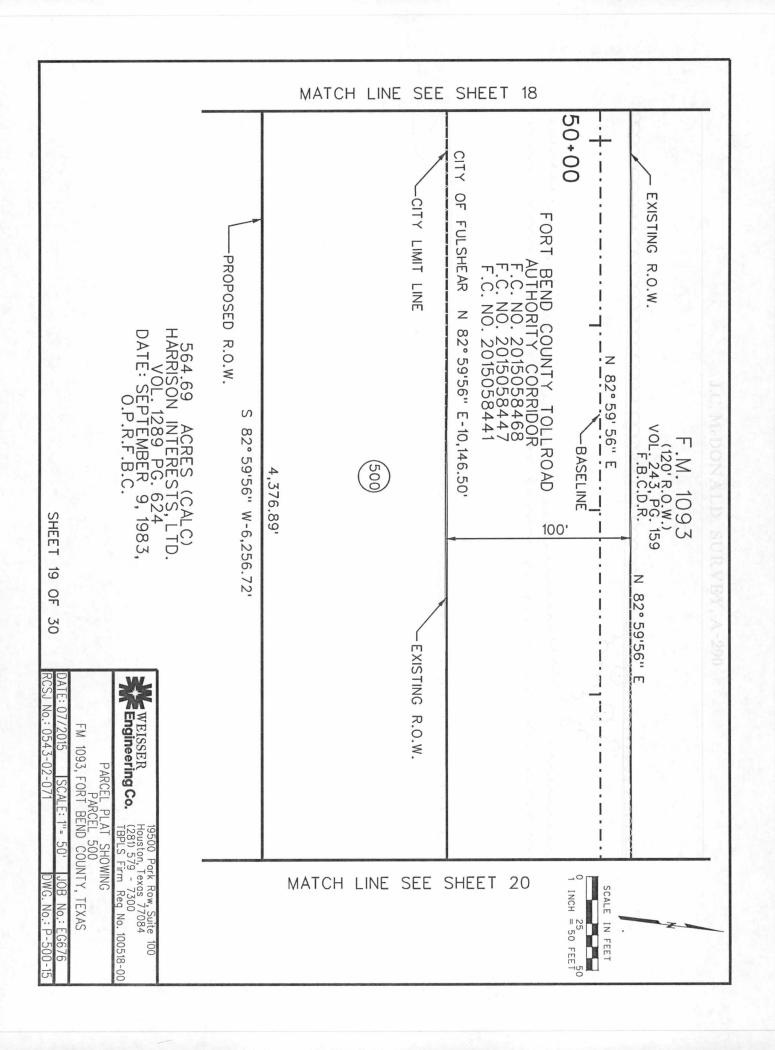


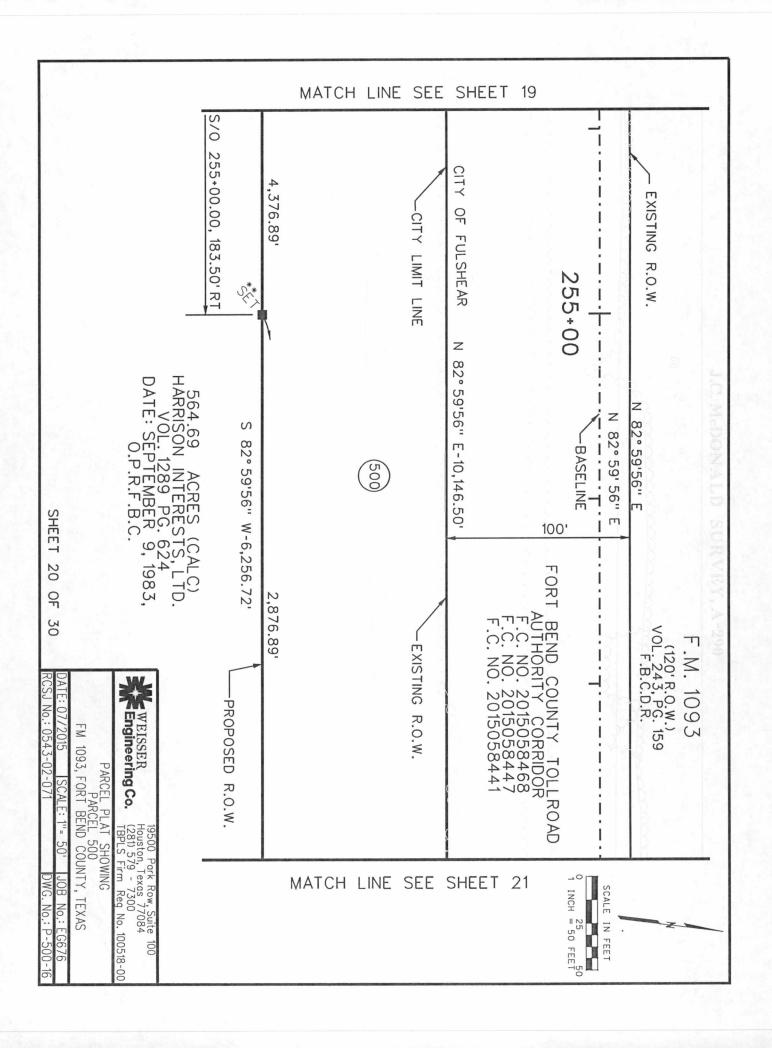


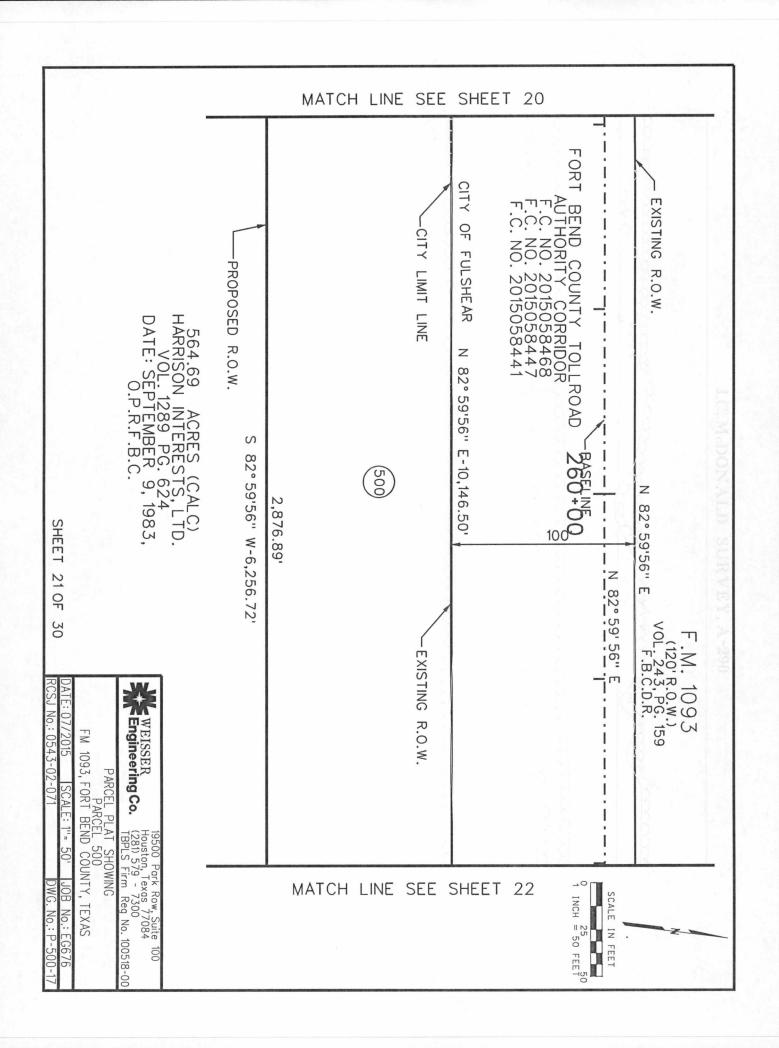


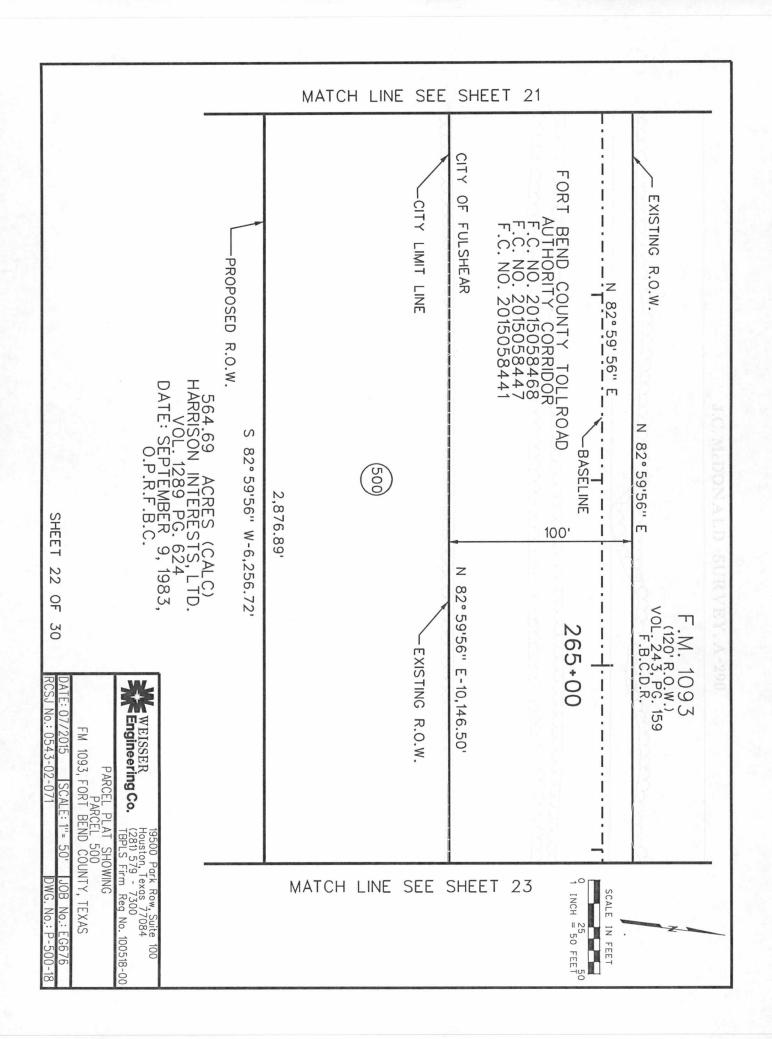


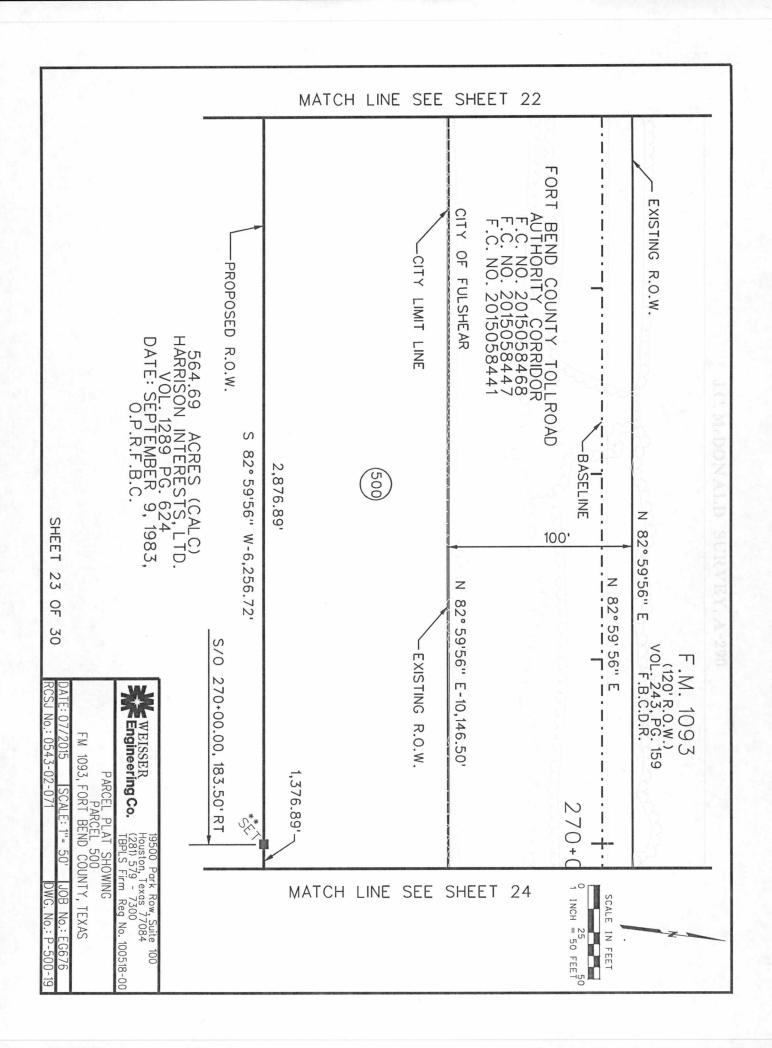


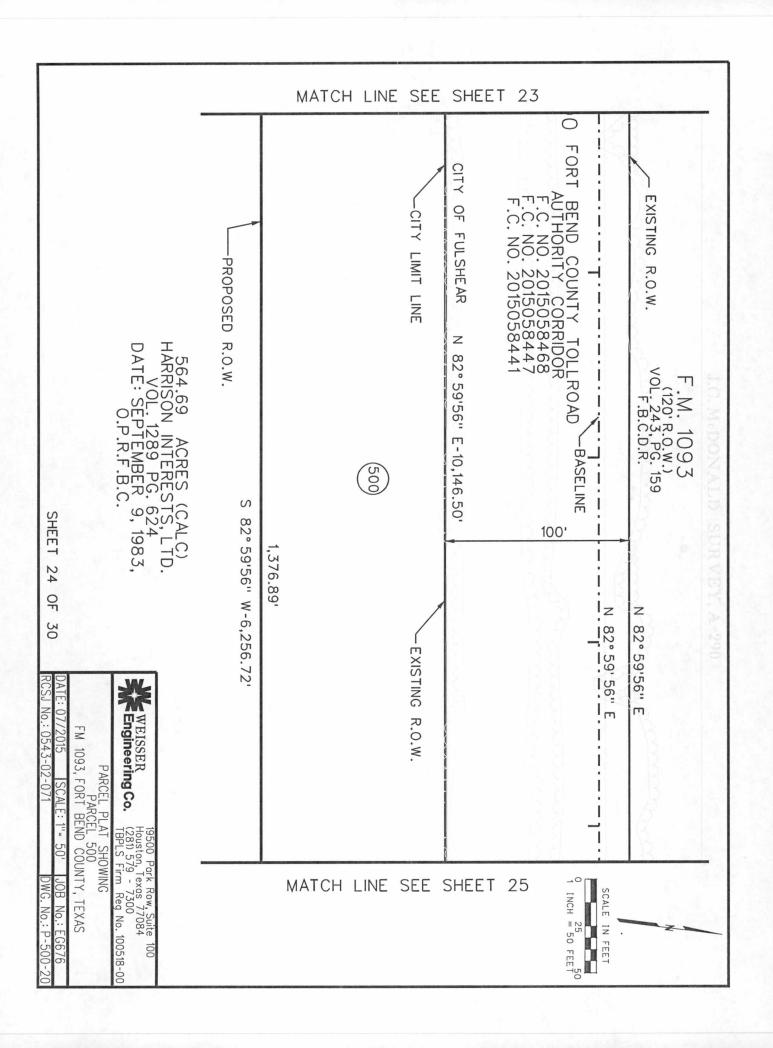


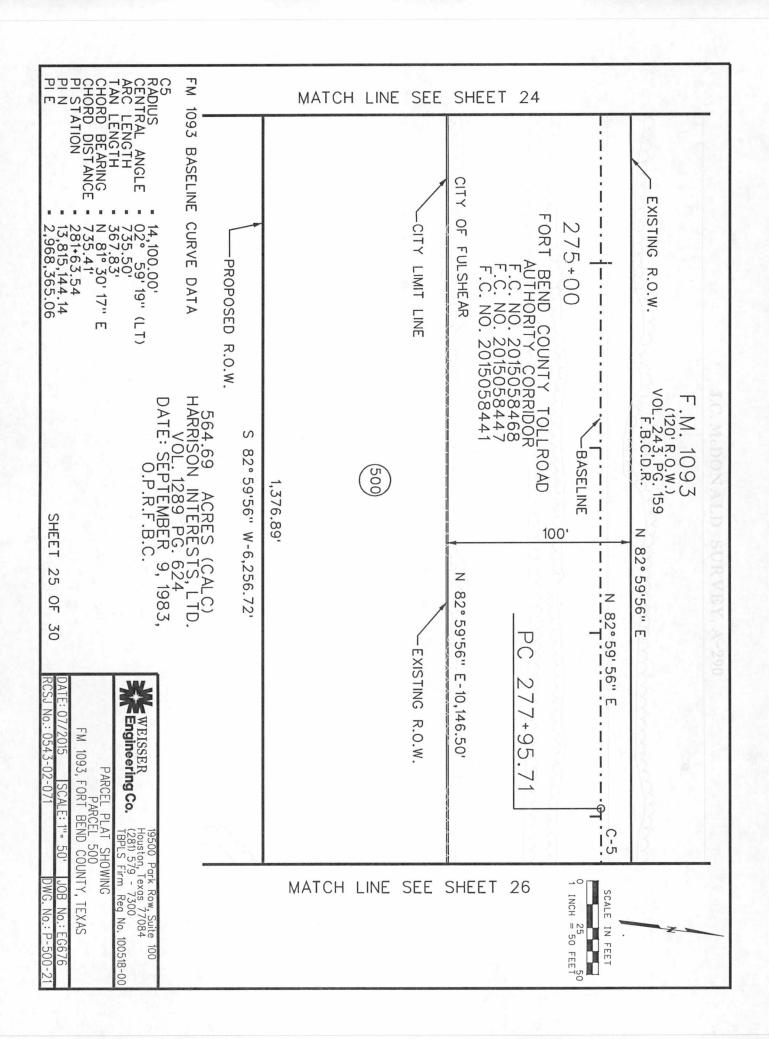


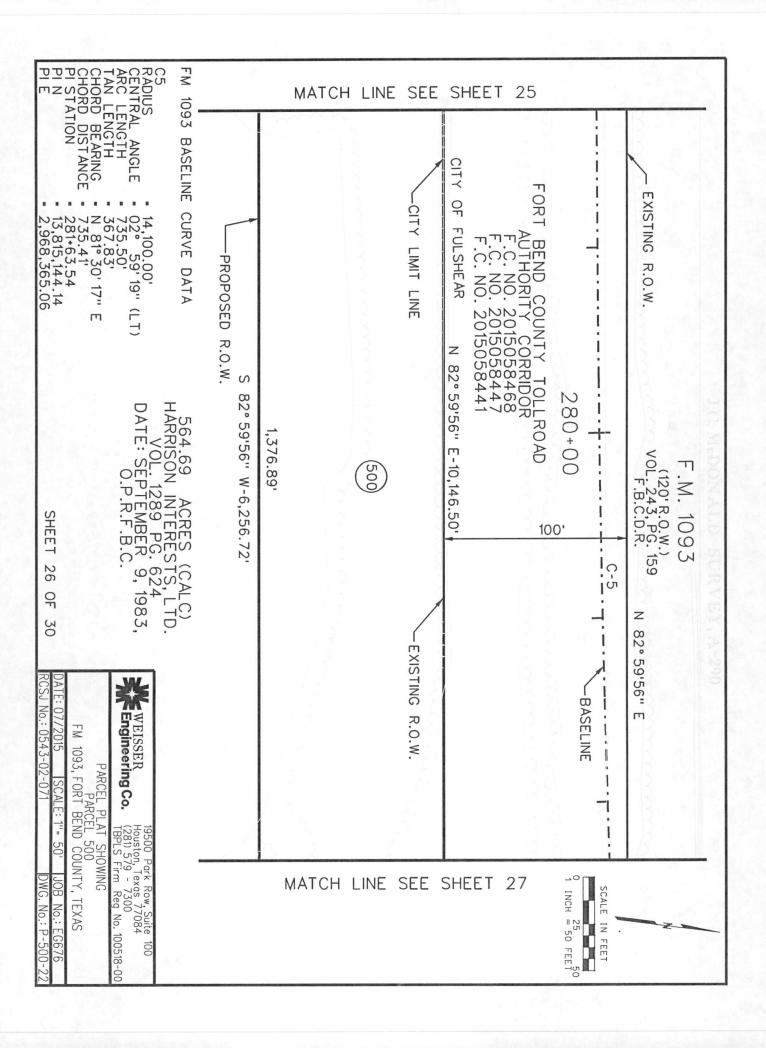


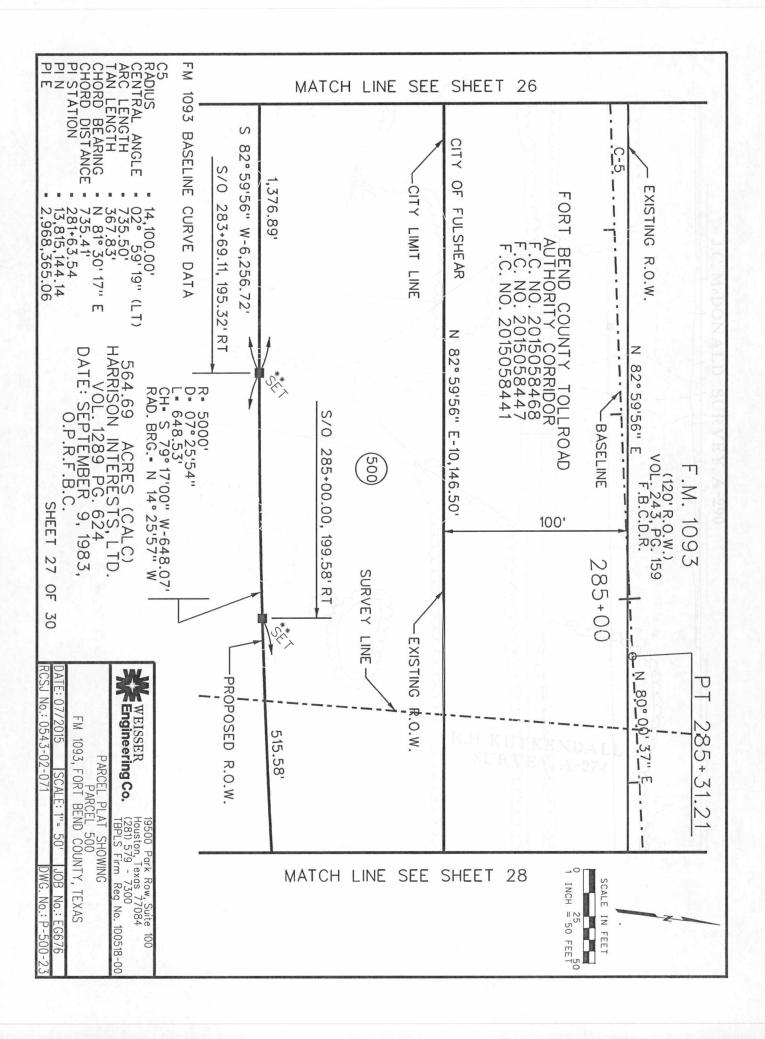


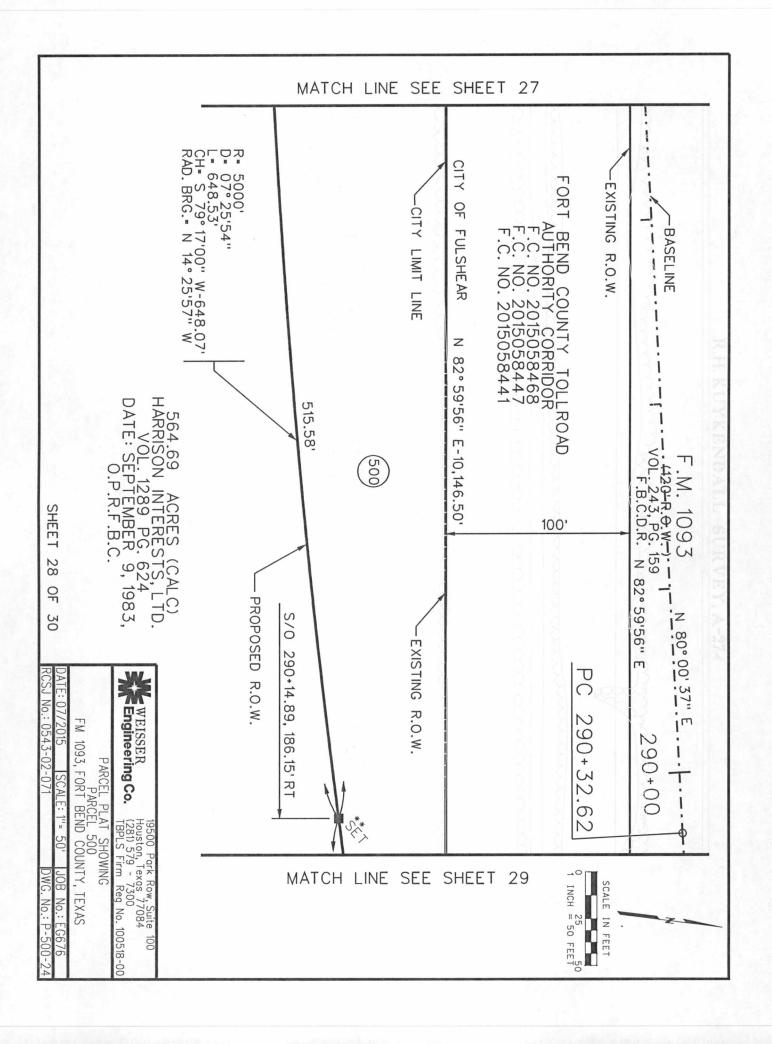


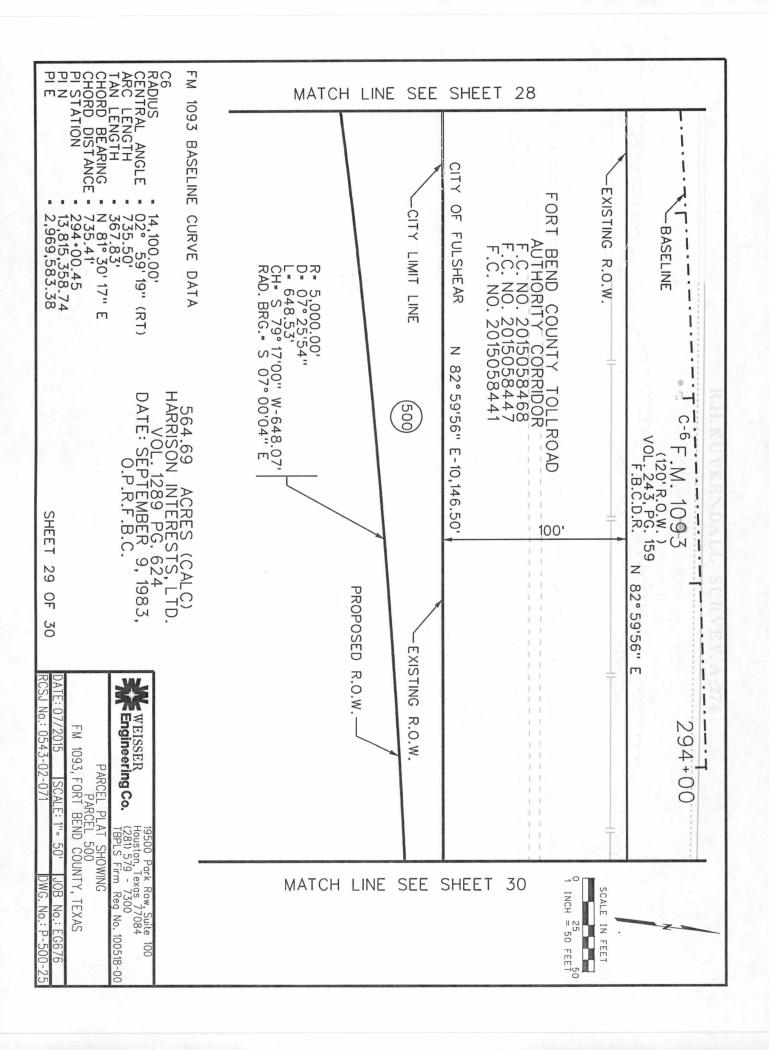












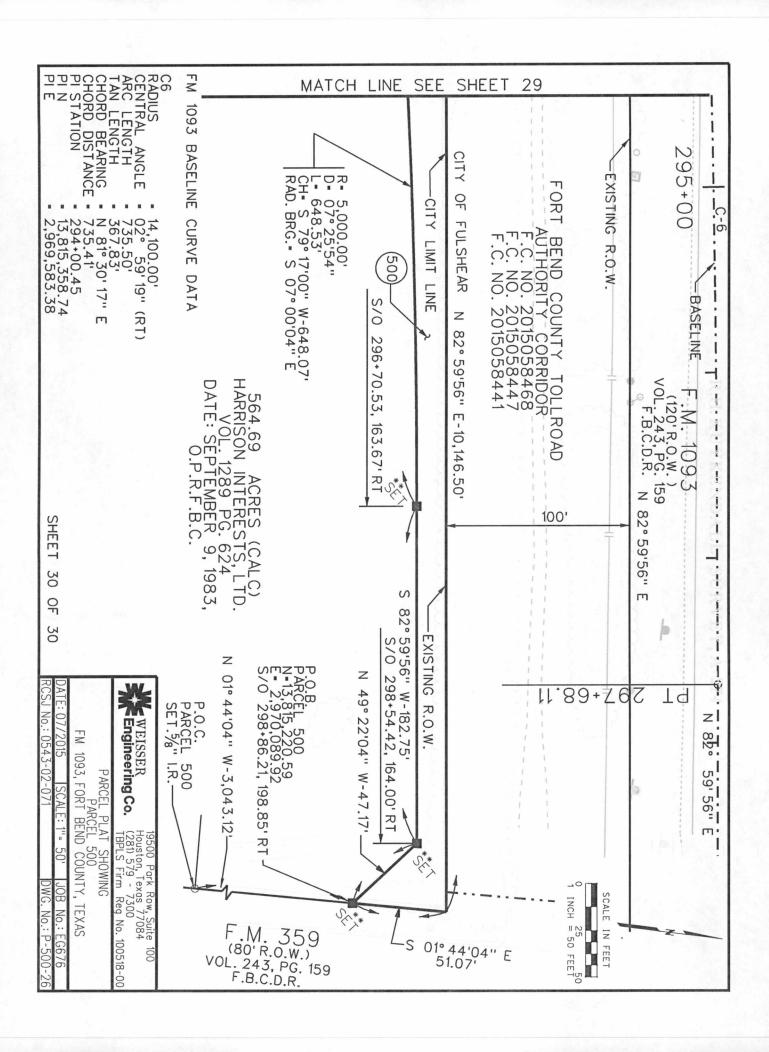


Exhibit B-- Legal Description of the Adjacent Property

Approximately 3,557.386 acres of land in Fort Bend County, Texas, and comprised of the following twelve (12) tracts:

TRACT 1:

Being 1191.48 acres, more or less, described as Tract 1 containing of 186.29 acres, more or less, out of the Morris & Cummings Survey, A-294 and the E. Latham Survey, A-50, and Tract 2 containing 1005.19 acres, more or less, out of the E. Latham Survey, A-50 and the John Foster Survey, A-26, and more fully described in that certain deed dated August 9, 1952 from Ina L. Wade Woolley, Individually and as Independent Executrix and as Trustee under the Will of B. H. Wade, Deceased, and husband Dee Woolley to Dan J. Harrison, Jr., recorded in Volume 302, Page 126 of the Deed Records of Fort Bend County, Texas.

TRACT 2:

Being 72.46 acres, more or less, described as Tract 1, containing 23.675 acres, more or less, out of the Randon & Pennington Survey, A-75, and Tract 2, containing 48.787 acres, more or less, out of the E. Latham Survey, A-50, and more fully described in that certain deed dated June 22, 1960 from Frances H. Meier et vir to Dan J. Harrison, Jr., recorded in Volume 405, Page 239 of the Deed Records of Fort Bend County, Texas.

TRACT 3:

Being 64.675 acres, more or less, being a part of the Randon & Pennington Survey, A-75, and more fully described by metes and bounds in that certain deed dated January 12, 1962 from Annie Boone McJunkin, Individually and as Independent Executrix of the Estate of Pauline McJunkin, Deceased, et al to Dan J. Harrison, Jr., recorded in Volume 422, Page 467 of the Deed Records of Fort Bend County, Texas.

TRACT 4:

Being 161.478 acres, more or less, out of the Randon & Pennington Survey, A-75 and more fully described in that certain deed dated January 12, 1962 from Annie Boone McJunkin et al to Dan J. Harrison, Jr., recorded in Volume 422, Page 483 of the Deed Records of Fort Bend County, Texas.

TRACT 5:

Being 363.483 acres, more or less, out of the Randon & Pennington Survey, A-75, and being more fully described as 367.199 acres, more or less, save and except 1.808 acres, more or less, in that certain deed dated January 12, 1962 from Annie Boone McJunkin, Individually and as Independent Executrix of the Estate of Pauline McJunkin, Deceased, et al to Dan J. Harrison, Jr., recorded in Volume 422, Page 474 of the Deed Records of Fort Bend County, Texas; SAVE & EXCEPT a tract of 1.808 acres, more or less,

described in that certain deed dated January 12, 1962 from Annie Boone McJunkin to Dan J. Harrison, Jr., recorded in Volume 422, Page 481 of the Deed Records of Fort Bend County, Texas.

TRACT 6:

Being 1.808 acres, more or less, a part of the Randon & Pennington Survey, A-75, and being more fully described in that certain deed dated January 12, 1962 from Annie Boone McJunkin to Dan J. Harrison, Jr., recorded in Volume 422, Page 481 of the Deed Records of Fort Bend County, Texas.

TRACT 7:

Being 282.50 acres, more or less, out of the John Foster Survey, A-26, and more fully described in that certain deed dated July 14, 1955 from Kate Briscoe Hicks to Dan J. Harrison, Jr., recorded in Volume 337, Page 168 of the Deed Records of Fort Bend County, Texas.

TRACT 8:

Being 10.00 acres, more or less, out of the John Foster Survey, A-26, and more fully described in that certain deed dated August 18, 1955 from Louis H. Glick and George A. Glick, et ux to Dan J. Harrison, Jr. recorded in Volume 338, Page 411 of the Deed Records of Fort Bend County, Texas.

TRACT 9:

Being 378.40 acres, more or less, described as Tract 1 containing 85.80 acres, more or less, out of the R. H. Kuykandall Survey, A-274, and Tract 2 containing 292.60 acres, more or less, out of the J. C. McDonald Survey, A-290, and more fully described in that certain deed dated July 14, 1955 from Kate Briscoe Hicks to D. J. Harrison, recorded in Volume 337, Page 165 of the Deed Records of Fort Bend County, Texas.

TRACT 10:

Being 360.68 acres, more or less, out of the John Foster Survey, A-26, and more fully described in that certain deed dated May 10, 1965 from John E. Rosenbush et al to Dan J. Harrison, Jr., recorded in Volume 465, Page 516 of the Deed Records of Fort Bend County, Texas.

TRACT 11:

Being 333.82 acres, more or less, out of the John Foster Survey, A-26, and more fully described in that certain deed dated December 9, 1953 from Wayne D. Ankenman et ux to D. J. Harrison, recorded in Volume 317, Page 549 of the Deed Records of Fort Bend County, Texas.

TRACT 12:

Being 339.60 acres, more or less, out of the John Foster Survey, A-26, and more fully described in that certain deed dated May 24, 1956 from Sarah Elizabeth McKennon et al to Dan J. Harrison, Jr., recorded in Volume 349, Page 524 of the Deed Records of Fort Bend County, Texas.

SAVE AND EXCEPT THE PROPERTY DESCRIBED IN EXHIBIT A TO THIS DONATION DEED.

Exhibit X— Potential Access Points (see attached)

EXHIBIT "C" Detention and Drainage Easement

DRAINAGE AND DETENTION EASEMENT AGREEMENT

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.

, 2017
Grantors (each a "Grantor"):
DJH Grantor and CAT Grantor, collectively
DJH Grantor:
DJH Ranching LP, a Texas limited partnership
DJH Grantor's Mailing Address:
712 Main Street, Suite 1900 Houston, TX 77002-3220
<u>CAT Grantor</u> :
Cat HIL Fulshear LLC
CAT Grantor's Mailing Address:
1000 Louisiana Suite 7000 Houston, Texas
Grantee:
Fort Bend County, Texas, a political subdivision of the State of Texas
Grantee's Mailing Address:
c/o County Judge 401 Jackson Street, 1st Floor

Effective Date:

Easement Property:

Those certain tracts of land located in Fort Bend County, Texas, totaling approximately 21.22 acres, as more particularly described and shown in **Exhibits A-D** attached hereto and incorporated herein for all purposes.

Easement Purpose:

For the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of storm water detention and drainage facilities and all related connections and appurtenances (collectively, the "Facilities"), across, along, under, over, upon, and through the Easement Property and temporary rights to enter upon the Easement Property to engage in all activities as may be necessary, requisite, convenient, or appropriate to accommodate the discharge of storm water in the locations, amounts and at the flow rates shown on Exhibit E attached hereto and incorporated herein. Grantee's rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements owned by Grantors from within the Easement Property, if and to the extent to which same may unreasonably interfere with Grantee's use of the Easement Property for the Easement Purpose, and the right to temporarily bring and operate any equipment on the Easement Property as may be reasonably necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Grantee shall provide reasonable advance written notice to Grantors of any proposed entry by Grantee onto the Easement Property pursuant to the Easement, and shall observe such reasonable requirements in connection therewith as Grantors may specify by advance written notice to Grantee, provide that same do not unreasonably interfere with the use by Grantee of the Easement Property for the Easement Purpose.

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantors.

Grant of Easement:

Grantors, for the Consideration and subject to the Reservations from Conveyance, Exceptions to Warranty, Rights of Modification and Relocation and Right to Excavated Material, and terms and conditions provided for herein below, gives, donates, and conveys to Grantee and Grantee's successors and assigns a non-exclusive easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances therein any way belonging (collectively, the "Easement"), to have and to hold the Easement unto Grantee and Grantee's successors and assigns, forever. Grantors binds Grantors and Grantors' heirs and successors to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement when the claim is by, through, or under Grantors, but not otherwise, except as to said Reservations from Conveyance, Exceptions to Warranty, Rights of Modification and Relocation and Right to Excavated Material. Grantee accepts the Easement upon and subject to the

covenants, restrictions, reservations, and other terms and conditions hereof, all of which are hereby agreed to by Grantee.

The Easement is granted and accepted on the conditions that, and provided that, Grantee strictly complies with the terms and provisions of this instrument.

Reservations from Conveyance:

For Grantors and Grantors' heirs, successors, and assigns forever, all oil, gas, and other minerals in, on and under and that may be produced from the Easement Property are reserved from this conveyance. However, Grantors waive the right of ingress and egress to and from the surface of the Easement Property relating to the mineral estate reserved by Grantors, to the extent, if any, to which same would unreasonably interfere with Grantee's use of the Easement Property for the Easement Purpose. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all rights and benefits from or associated with such existing production or existing lease.

Grantee's right to use the Easement Property is nonexclusive, and Grantors reserve for Grantors and Grantors' heirs, successors, and assigns (i) the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantors and Grantors' heirs, successors, and assigns does not unreasonably interfere with the use of the Easement Property by Grantee for the Easement Purpose, and (ii) the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this Easement.

Exceptions to Warranty:

This conveyance is further made and accepted subject to any and all restrictions, covenants, easements, rights-of-way, mineral or royalty reservations or interests, and other encumbrances affecting the Easement Property and appearing of record in the Official Public Records of Real Property of Fort Bend County, Texas, or which would be visible from an inspection of the Easement Property, to the extent the same are in effect and validly enforceable against the Easement Property (the "Permitted Encumbrances"); provided, however, to the extent that Grantors have the ability to enforce any of said encumbrances, Grantors will not do so in a manner that would unreasonably interfere with the exercise of the rights of Grantee in the Easement and use by Grantee of the Easement Property for the Easement Purpose.

Rights of Modification and Relocation:

Grantors reserve unto themselves and their successors and assigns from time to time to relocate, replace, expand, reshape or otherwise modify any then-existing drainage and detention facilities constructed or existing under the Easement, at Grantors' sole cost and expense, provided that the relocated, replaced, expanded, reshaped, or otherwise modified facilities (the "Replacement Facilities") are in accordance with the terms and conditions of this paragraph. The Replacement Facilities:

- i. Will be designed so as to accommodate the drainage flow rates and storage for the detention locations shown on **Exhibit E** hereto with a designed water surface elevation in conformance with TXDOT requirements for the design-year event.
- ii. Will be maintained by the landowner/developer/HOA/or special district, with the Grantee paying a pro-rata share of the maintenance costs as incurred, but no more frequently than monthly, based on the proportion that the original capacity of such facilities bears to the expanded capacity of the Replacement Facilities, such payment to be made by Grantee within thirty (30) days of invoice.
- iii. Will be constructed in accordance with plans approved by Fort Bend County Drainage District, such approval not to be unreasonably withheld, conditioned or delayed.

Grantee shall be responsible to maintain the initial detention and drainage facilities, and any Replacement Facilities, in good condition and repair at all times, at Grantee's sole cost and expense.

Right to Excavated Material:

Grantors retain the ownership of all excess material excavated from the Easement Property (estimated to be 92,100 cubic yards). Grantee will haul and place the excavated material at the locations shown on the FM 1093/Westpark Tollway Extension plans prepared by Dannenbaum Engineering and dated June 14, 2017, the approximate locations of which are reflected on **Exhibit F** attached hereto and incorporated herein, or such other locations as may be reasonably requested by Grantors by at least fourteen (14) days' advance written notice from Grantors to Grantee, provided such locations are not in the 100-year flood plain. Any selection by Grantor of such other locations for placement of excavated material resulting in an increase in costs under a change order to Grantee's construction contract shall be at the sole expense of the Grantor. Grantee will only be required to shape the material for proper drainage and will not be required to compact the soil for any construction purposes. Grantee will restore the surface of Grantors' property disturbed by the excavation and haul operations to substantially its original or better condition, promptly after the performance of Grantee's work. Grantee will have no liability for the suitability of the excavated material for any purpose. Except for the additional costs to place excavated material at locations other than those shown on **Exhibit F**, all activities contemplated by this paragraph shall be at Grantee's sole cost and expense.

Approvals.

Any approval or consent of Grantors or their successors or assigns contemplated by this Easement may not be unreasonably withheld, conditioned or delayed by Grantors or such successor or assign. Grantee shall obtain any necessary consent or approval of Fort Bend County Drainage District, or any other governmental authority, which is contemplated by, or which may otherwise become necessary in connection with, this Easement.

AS IS Conveyance.

Grantors convey to Grantee the Easement, and Grantee accepts the Easement, in its AS IS, WHERE IS, and WITH ALL FAULTS, condition, and without any representations or warranties (other than the special warranty of title provided for herein), all as more fully provided in the Road

Development Agreement dated effective as of December 14, 2017, between Grantors and Grantee, as same may be amended from time to time (the "Road Development Agreement"). This Easement has been issued pursuant to the Road Development Agreement, reference to which is here made for all purposes.

Grantee acknowledges and agrees that neither Grantor shall be obligated to guarantee or otherwise cause to be performed any obligation of the other Grantor, it being understood and agreed by Grantee that each Grantor is responsible solely for its own obligations hereunder and not those of the other Grantor, and that each Grantor's conveyance, warranties, covenants and obligations hereunder are solely with respect to itself and its own undivided fifty percent (50%) interest in the Easement Property (each Grantor owning an undivided fifty percent 50% interest in the Easement Property), and that the obligations of Grantors hereunder are not joint and several obligations. To the extent of any irreconcilable conflict between the provisions of this paragraph and any other provisions of this instrument, the provisions of this paragraph shall prevail.

[Signatures Follow]

EXECUTED on the date(s) set day of, 2		acknowledgements hereof, but effective as of the
GRANTORS :		
		DJH RANCHING LP, a Texas limited partnership
		By: DJH Ranching GP LLC, a Texas limited liability company, General Partner
		By: Daniel J. Harrison III, Manager
		CAT HIL FULSHEAR LLC a Texas limited liability company
		By: William B. Harrison, Manager
STATE OF TEXAS	S	
COUNTY OF HARRIS	\$ \$ \$	
J. Harrison III, manager of DJH I	Ranching GP	Fore me on the day of, 2017, by Daniel LLC, a Texas limited liability company, general partner of DJH ip, on behalf of said limited liability company and limited
		Notary Public Signature
(NOTARY SEAL)		
STATE OF TEXAS	S	
COUNTY OF HARRIS	8	
		ore me on the day of, 2017, by William C, a Texas limited liability company, on behalf of said limited
		Notary Public Signature
(NOTARY SEAL)		

AGREED TO AND ACCEPTED:

GRANTEE:

	FORT BEND COUNTY, TEXAS			
	Ву:			
	Rober	By: Robert Hebert, County Judge		
PURSUANT TO RESOLUTION	ORDER NO	DATED	, 2017.	
ATTEST By: Name:				
Title:				
APPROVED AS TO FORM:				
, County Atto	orney			
STATE OF TEXAS	S S 6			
COUNTY OF	Š			
This instrument was acknown Hebert, County Judge of Fort Bendehalf of said political subdivision.	wledged before me o l County, Texas, a po	n the day of, litical subdivision of the St	2017, by Robert ate of Texas, on	
	Notary P	ublic Signature		
(NOTARY SEAL)				

Exhibit A-- D- Description and Sketch of Drainage Easement Property (see attached)

County: Fort Bend Highway: F.M. 1093

Project Limits: James Lane to FM 1463 / FM 359

RCSJ: 0543-02-071

Property Description for 2.332 Ac. Drainage Easement

Being a 2.332 acre (101,598 square feet) parcel of land, out of the J.C. McDonald Survey A-290, Fort Bend County, Texas, and being part of and out of that certain 564.69 acre (calc) tract of land described in a Deed dated September 9, 1983, from Dan J. Harrison Jr. and David Harrison III to Harrison Interests, LTD. filed in the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.) in Volume 1289, Page 624, said 22.081 acre parcel being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "Weisser Eng. Houston, Tx." set for the southeast corner of said 564.69 acre tract and in the west line of F.M. 359 (80 feet wide) as described in Volume 243, Page 159 of the Fort Bend County Deed Records (F.B.C.D.R.) Fort Bend County, Texas, thence as follows:

North 01°44'04" West, a distance of 3,043.12 feet, along the west line of said F.M. 359 and along the east line of said 564.69 acre tract to an angle point in the proposed south right-of-way line of FM 1093 (width varies);

North 49°22'04" West, a distance of 47.17 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to an angle point;

South 82°59'56" West, a distance of 182.75 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to a point for the beginning of a curve to the left;

In a southwesterly direction, with the proposed south right-of-way line of said F.M. 1093, with said curve to the left having a radius of 5,000.00 feet, a central angle of 07°25'54" and chord which bears South 79°17'00" West, 648.07 feet, for an arc length of 648.53 feet to a point for the beginning of a curve to the right;

In a westerly direction, with the proposed south right-of-way line of said F.M. 1093, with said curve to the right having a radius of 5,000.00 feet, a central angle of 06°14'34" and chord which bears South 78°41'20" West, 544.51 feet, for an arc length of 544.78 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 for the northeast corner and POINT OF BEGINNING of the herein described easement, said point having Coordinates of N=13,815,001.72 and E=2,968,702.02;

- 1) THENCE, South 08°10'42" East, a distance of 16.00 feet, over and across said 564.69 acre tract, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 2) THENCE, South 81°49'18" West, a distance of 29.37 feet, over and across said 564.69 acre tract, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement and the beginning of a non-tangent curve to the right;**
- 3) THENCE, in a southwesterly direction, over and across said 564.69 acre tract, with said curve to the right having a radius of 1,187.47 feet, a central angle of 20°33'54" and chord which bears South 14°19'57" West, 423.93 feet, for an arc length of 426.22 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 4) THENCE, South 67°18'39" East, a distance of 170.09 feet, over and across said 564.69 acre tract, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement and the beginning of a non-tangent curve to the left;**
- 5) THENCE, in a southwesterly direction, over and across said 564.69 acre tract, with said curve to the left having a radius of 1071.61 feet, a central angle of 21°09'13" and chord which bears South 13°57'28" West, 393.40 feet, at an arc length of 395.64 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 6) THENCE, North 86°37'07" West, a distance of 200.03 feet, over and across said 564.69 acre tract, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement and the beginning of a non-tangent curve to the right;**
- 7) THENCE, in a northeasterly direction, over and across said 564.69 acre tract, with said curve to the right having a radius of 1271.63 feet, a central angle of 05°28'45" and chord which bears North 06°07'14" East, 121.56 feet, for an arc length of 121.61 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 8) THENCE, North 80°41'21" West, a distance of 111.77 feet, over and across said 564.69 acre tract, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**

- 9) THENCE, North 09°18'39" East, a distance of 20.00 feet, over and across said 564.69 acre tract, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 10) THENCE, South 80°41'21" East, a distance of 111.77 feet, over and across said 564.69 acre tract, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement and the beginning of a curve to the right;***
- 11) THENCE, in a northeasterly direction, over and across said 564.69 acre tract, with said curve to the right having a radius of 1271.63 feet, a central angle of 14°28'58" and chord which bears North 17°00'10" East, 320.58 feet, for an arc length of 321.44 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement and the beginning of a non-tangent curve to the left;**
- 12) THENCE, in a northeasterly direction, over and across said 564.69 acre tract, with said curve to the left having a radius of 1157.47 feet, a central angle of 21°07'07" and chord which bears North 14°06'20" East, 424.22 feet, at an arc length of 426.63 feet to a 5/8-inch iron rod with TxDOT aluminum cap set in the proposed south right-of-way line of FM 1093, for an angle point of the herein described easement and the beginning of a non-tangent curve to the left;**
- 13) THENCE, in a northeasterly direction, over and across said 564.69 acre tract, with the proposed south right-of-way line of said F.M. 1093, and with said curve to the left having a radius of 5000.00 feet, a central angle of 00°38'54" and chord which bears North 82°08'04" East, 56.58 feet, for an arc length of 56.58 feet to the POINT OF BEGINNING and containing 2.332 acres (101,598 square feet) parcel of land.

NOTE: All bearings are based on the Texas coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

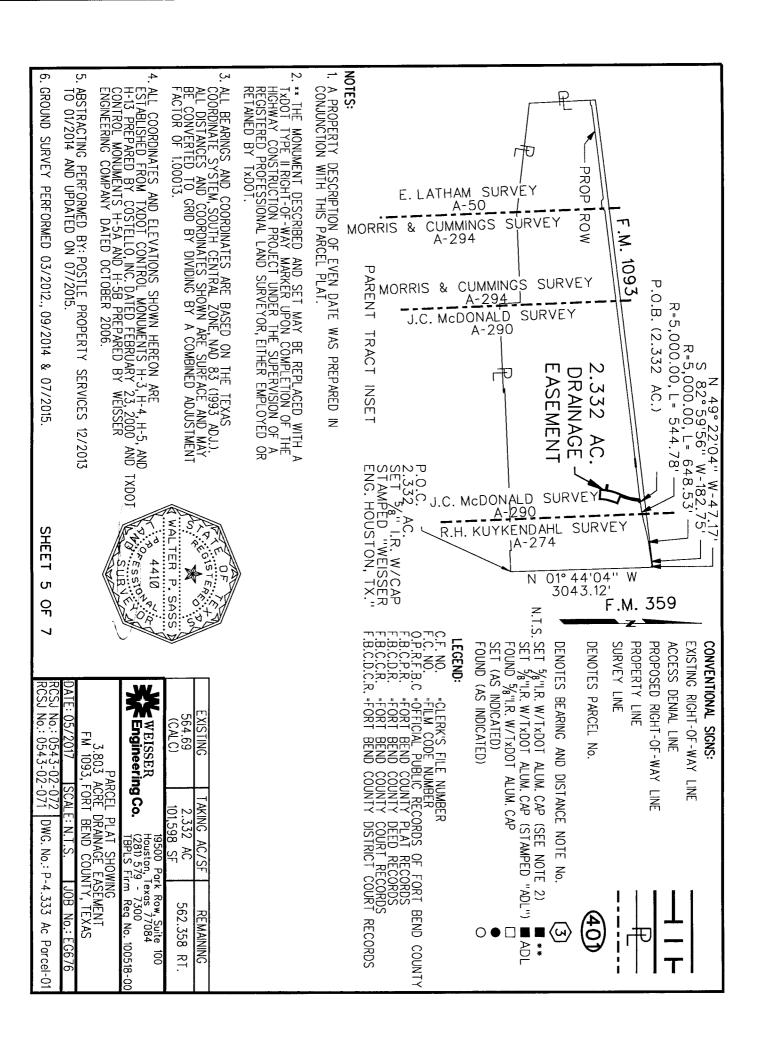
All coordinates shown hereon are established from TxDOT Control Monuments, H-3, H-4, H-5, and H-13 prepared by Costello, Inc. dated February 23, 2000 and TxDOT Control Monuments H-5A and H-5B prepared by Weisser Engineering Company dated October 2006.

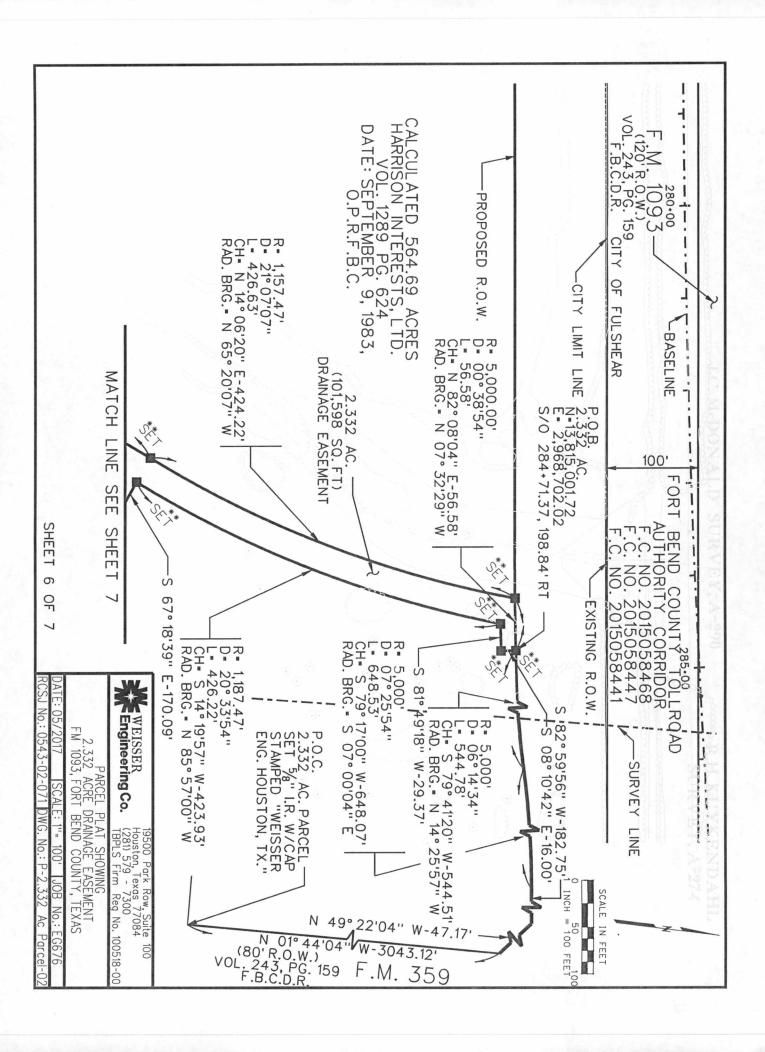
** The monument described and set in this call may be replaced with a TxDOT Type II Right of Way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

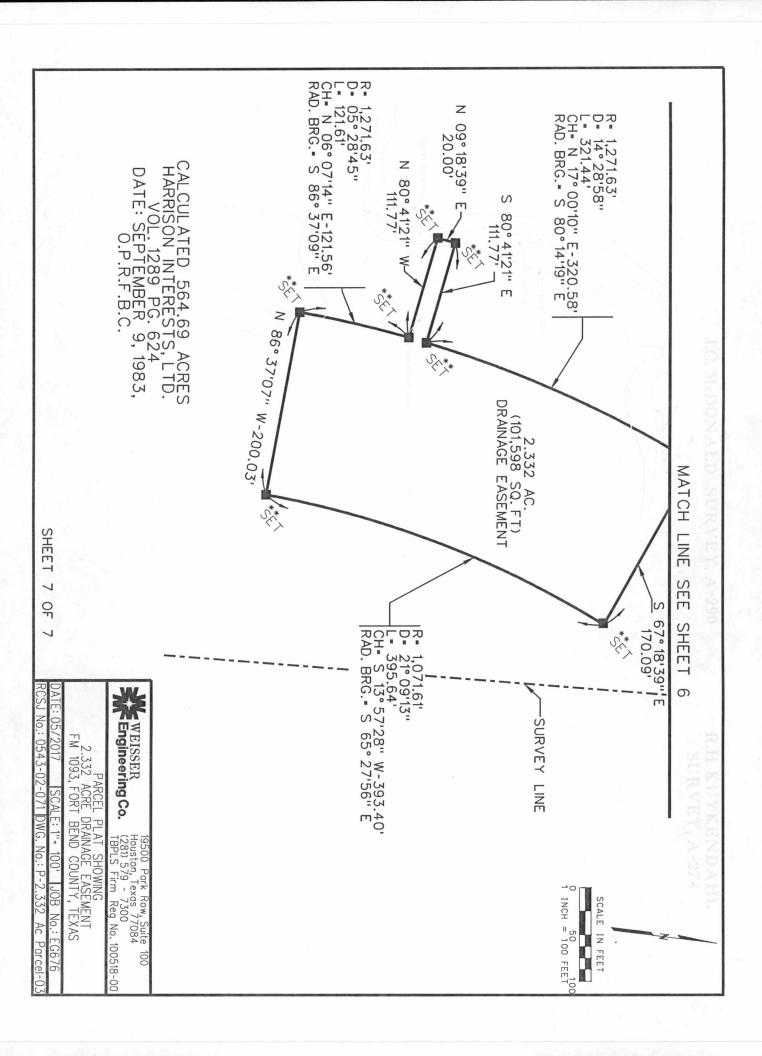
Access will be permitted to the remainder property abutting the highway facility.

NOTE: A parcel plat of even date was prepared in conjunction with this property description.

Compiled by: Weisser Engineering Company TBPLS Firm Reg. No. 100518-00 19500 Park Row, Suite 100 Houston, Texas 77084 (281) 579-7300 May, 2017







County: Fort Bend Highway: F.M. 1093

Project Limits: James Lane to FM 1463 / FM 359

RCSJ: 0543-02-071

Property Description for 3.803 Ac. Drainage Easement

Being a 3.803 acre (165,671 square feet) tract of land, out of the J.C. McDonald Survey A-290, Fort Bend County, Texas, and being part of and out of that certain 564.69 acre (calc.) tract of land described in a Deed dated September 9, 1983, from Dan J. Harrison Jr. and David Harrison III to Harrison Interests, LTD. filed in the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.) in Volume 1289, Page 624, said 22.081 acre parcel being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "Weisser Eng. Houston, Tx." set for the southeast corner of said 564.69 acre tract and in the west line of F.M. 359 (80 feet wide) as described in Volume 243, Page 159 of the Fort Bend County Deed Records (F.B.C.D.R.) Fort Bend County, Texas, thence as follows:

North 01°44'04" West, a distance of 3,043.12 feet, along the west line of said F.M. 359 and along the east line of said 564.69 acre tract to an angle point in the proposed south right-of-way line of FM 1093 (width varies);

North 49°22'04" West, a distance of 47.17 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to an angle point;

South 82°59'56" West, a distance of 182.75 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to a point for the beginning of a curve to the left;

In a southwesterly direction, with the proposed south right-of-way line of said F.M. 1093, with said curve to the left having a radius of 5,000.00 feet, a central angle of 07°25'54" and chord which bears South 79°17'00" West, 648.07 feet, for an arc length of 648.53 feet to a point for the beginning of a curve to the right;

In a westerly direction, with the proposed south right-of-way line of said F.M. 1093, with said curve to the right having a radius of 5,000.00 feet, a central angle of 07°25'54" and chord which bears South 79°17'00" West, 648.07 feet, for an arc length of 648.53 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to an angle point;

South 82°59'56" West, a distance of 666.42 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 for the northeast corner and POINT OF BEGINNING of the herein described easement and for the beginning of a non-tangent curve to the right, said point having Coordinates of N=13,814,906.78 and E=2,967,937.73;

- 1) THENCE, in a southwesterly direction, over and across said 564.69 acre tract, with said curve to the right having a radius of 1967.70 feet, a central angle of 21°40'14" and chord which bears South 05°38'42" West, 739.80 feet, for an arc length of 744.23 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 2) THENCE, South 72°50'08" East, a distance of 158.96 feet, over and across said 564.69 acre tract, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;***
- 3) THENCE, South 17°09'52" West, a distance of 20.00 feet, over and across said 564.69 acre tract, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;***
- 4) THENCE, North 72°50'08" West, a distance of 158.82 feet, over and across said 564.69 acre tract, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement and the beginning of a non-tangent curve to the right;**
- 5) THENCE, in a southwesterly direction, over and across said 564.69 acre tract, with said curve to the right having a radius of 1,967.70 feet, a central angle of 02°45'46" and chord which bears South 18°26'39" West, 94.88 feet, at an arc length of 94.88 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 6) THENCE, North 70°16'35" West, a distance of 200.00 feet, over and across said 564.69 acre tract, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement and the beginning of a non-tangent curve to the left;**
- 7) THENCE, in a northwesterly direction, over and across said 564.69 acre tract, with said curve to the left having a radius of 1767.70 feet, a central angle of 24°49'20" and chord which bears North 07°25'33" East, 759.85 feet, for an arc length of 765.82 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**

8) THENCE, North 82°59'56" East, a distance of 200.11 feet, over and across said 564.69 acre tract, and along the proposed south right-of-way line of said F.M. 1093 to the POINT OF BEGINNING and containing 3.803 acres (165,671 square feet) tract of land.

NOTE: All bearings are based on the Texas coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

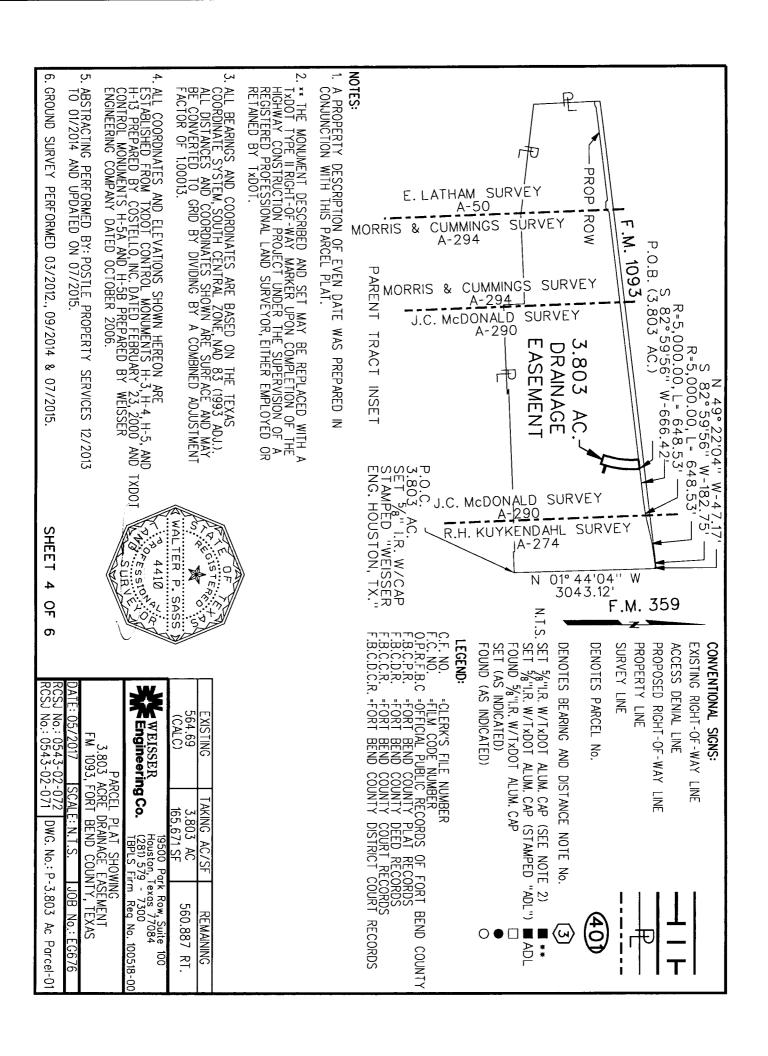
All coordinates shown hereon are established from TxDOT Control Monuments, H-3, H-4, H-5, and H-13 prepared by Costello, Inc. dated February 23, 2000 and TxDOT Control Monuments H-5A and H-5B prepared by Weisser Engineering Company dated October 2006.

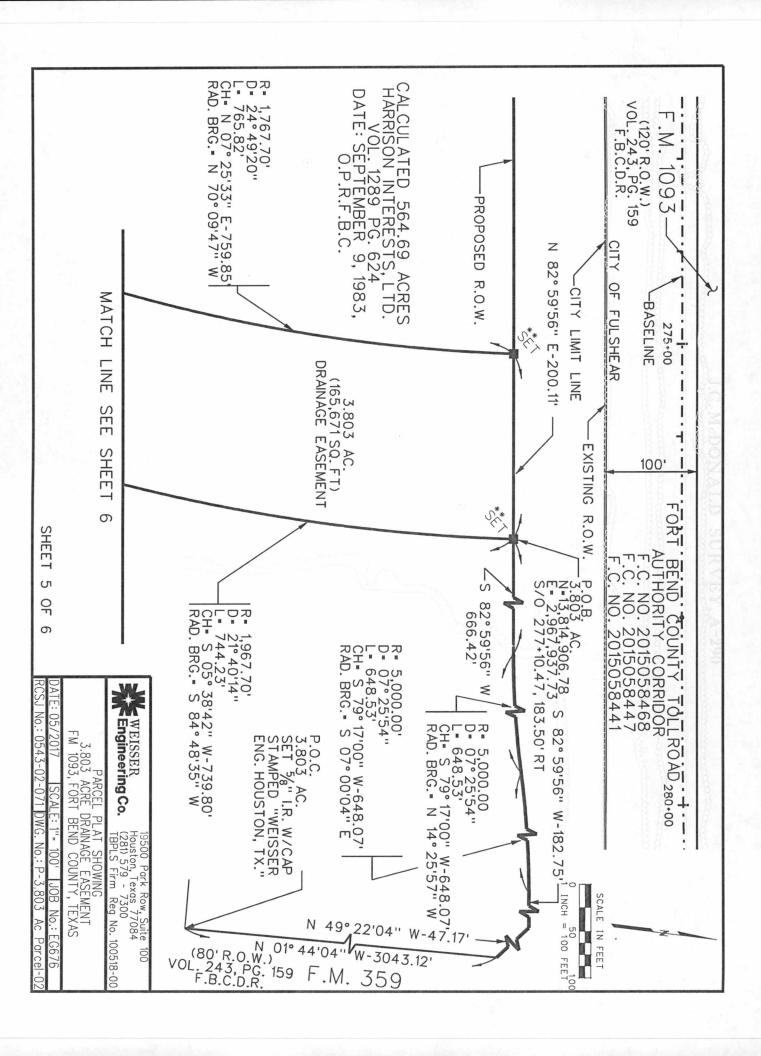
** The monument described and set in this call may be replaced with a TxDOT Type II Right of Way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

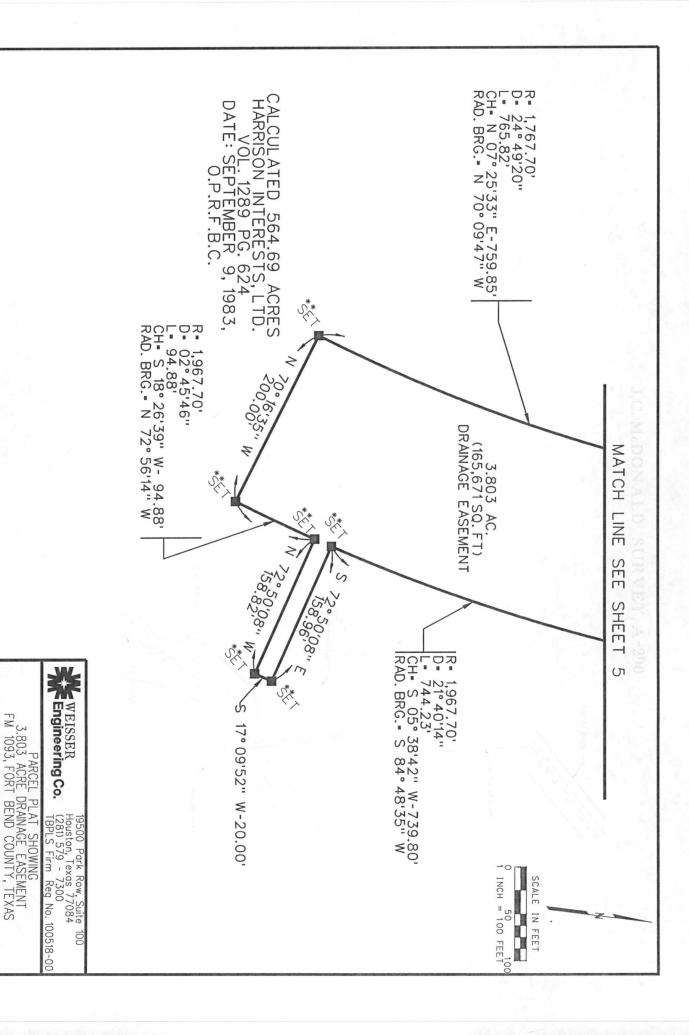
Access will be permitted to the remainder property abutting the highway facility.

NOTE: A parcel plat of even date was prepared in conjunction with this property description.

Compiled by: Weisser Engineering Company TBPLS Firm Reg. No. 100518-00 19500 Park Row, Suite 100 Houston, Texas 77084 (281) 579-7300 May, 2017







SHEET 6 OF 6

JOB No.: EG67

Parcel-(

County: Fort Bend Highway: F.M. 1093

Project Limits: James Lane to FM 1463 / FM 359

RCSJ: 0543-02-071

Property Description for 4.333 Ac. Drainage Easement

Being a 4.333 acre (188,753 square feet) tract of land, out of the J.C. McDonald Survey A-290, Fort Bend County, Texas, and being part of and out of that certain 564.69 acre (calc) tract of land described in a Deed dated September 9, 1983, from Dan J. Harrison Jr. and David Harrison III to Harrison Interests, LTD. filed in the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.) in Volume 1289, Page 624, said 4.333 acre tract being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "Weisser Eng. Houston, Tx." set for the southeast corner of said 564.69 acre tract and in the west line of F.M. 359 (80 feet wide) as described in Volume 243, Page 159 of the Fort Bend County Deed Records (F.B.C.D.R.) Fort Bend County, Texas, thence as follows:

North 01°44'04" West, a distance of 3,043.12 feet, along the west line of said F.M. 359 and along the east line of said 564.69 acre tract to an angle point in the proposed south right-of-way line of FM 1093 (width varies);

North 49°22'04" West, a distance of 47.17 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to an angle point;

South 82°59'56" West, a distance of 182.75 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to a point for the beginning of a curve to the left;

In a southwesterly direction, with the proposed south right-of-way line of said F.M. 1093, with said curve to the left having a radius of 5,000.00 feet, a central angle of 07°25'54" and chord which bears South 79°17'00" West, 648.07 feet, for an arc length of 648.53 feet to a point for the beginning of a curve to the right;

In a westerly direction, with the proposed south right-of-way line of said F.M. 1093, with said curve to the right having a radius of 5,000.00 feet, a central angle of 07°25'54" and chord which bears South 79°17'00" West, 648.07 feet, for an arc length of 648.53 feet to an angle point;

South 82°59'56" West, a distance of 2,837.66 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 for the northeast corner and POINT OF BEGINNING of the herein described easement, said point having Coordinates of N=13,814,642.14 and E=2,965,782.69;

- 1) THENCE, South 07°00'04" East, a distance of 208.83 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement and for the beginning of a curve to the left;**
- 2) THENCE, in a southeasterly direction, with said curve to the left having a radius of 1,500.00 feet, a central angle of 12°01'07" and chord which bears South 13°00'37" East, 314.07 feet, for an arc length of 314.65 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point and the end of said curve;**
- 3) THENCE, South 27°59'00" East, a distance of 371.39 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 4) THENCE, North 62°01'00" East, a distance of 527.98 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;***
- 5) THENCE, South 72°59'00" East, a distance of 143.28 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for the southeast corner of the herein described easement;**
- 6) THENCE, South 17°01'00" West, a distance of 66.00 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for a southwest corner of the herein described easement;**
- 7) THENCE, North 72°59'00" West, a distance of 59.37 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 8) THENCE, South 62°01'00" West, a distance of 646.64 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for a southwest corner of the herein described easement;**

- 9) THENCE, North 27°59'00" West, a distance of 477.39 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 10) THENCE, North 35°53'35" West, a distance of 112.81 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement and for the beginning of a curve to the right;**
- 11) THENCE, in a northerly direction, with said curve to the right having a radius of 1,640.00 feet, a central angle of 08°49'21" and chord which bears North 11°24'44" West, 252.28 feet, for an arc length of 252.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point and the end of said curve;**
- 12) THENCE, North 07°00'04" West, a distance of 208.83 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set in the proposed south right-of-way line of said F.M. 1093 and for the northwest corner of the herein described easement;**
- 13) THENCE, North 82°59'56" East, a distance of 140.00 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to the POINT OF BEGINNING and containing 4.333 acres (188,753 square feet) tract of land.

NOTE: All bearings are based on the Texas coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

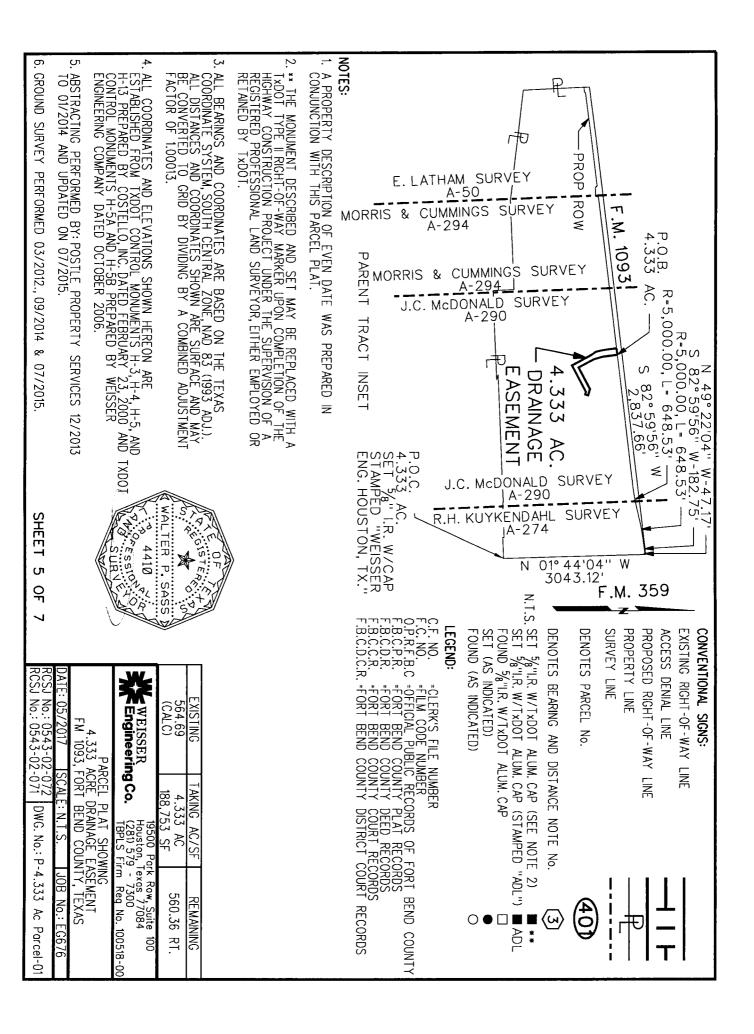
All coordinates shown hereon are established from TxDOT Control Monuments, H-3, H-4, H-5, and H-13 prepared by Costello, Inc. dated February 23, 2000 and TxDOT Control Monuments H-5A and H-5B prepared by Weisser Engineering Company dated October 2006.

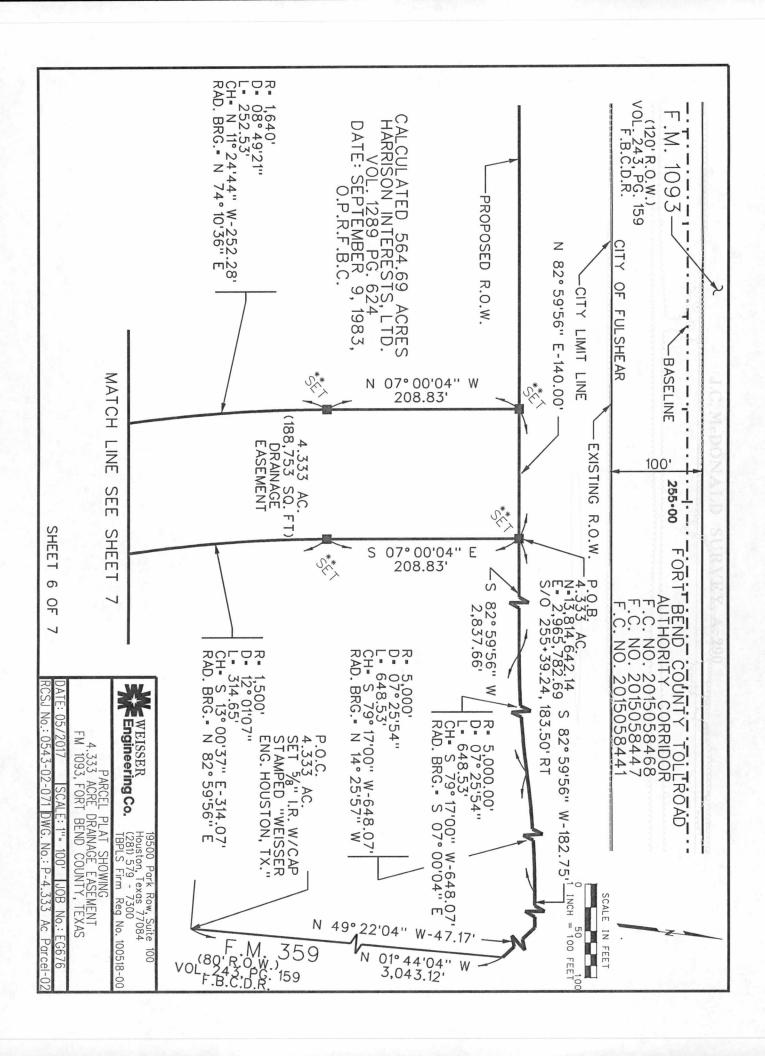
** The monument described and set in this call may be replaced with a TxDOT Type II Right of Way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access will be permitted to the remainder property abutting the highway facility.

NOTE: A easement plat of even date was prepared in conjunction with this property description.

Compiled by: Weisser Engineering Company TBPLS Firm Reg. No. 100518-00 19500 Park Row, Suite 100 Houston, Texas 77084 (281) 579-7300 May, 2017





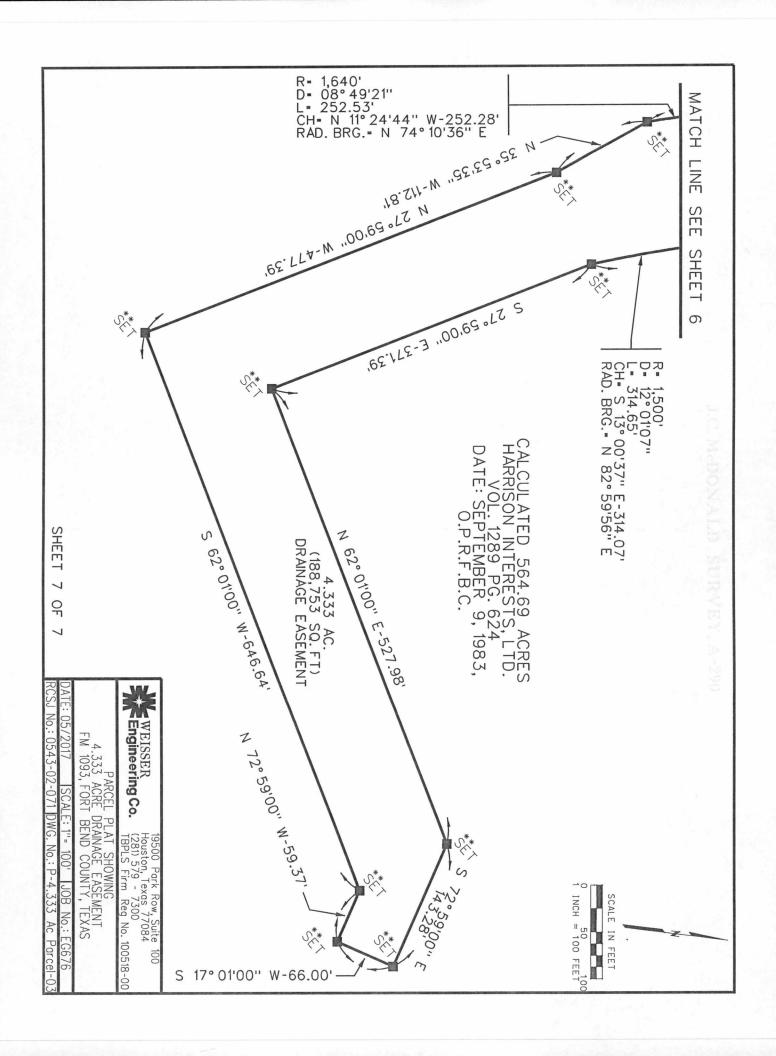


EXHIBIT "A"

County:

Fort Bend

Highway:

F.M. 1093

Project Limits: James Lane to FM 1463 / FM 359

RCSJ:

0543-02-071

Property Description for 10.753 Ac. Drainage Easement

Being a 10.753 acre (468,395 square feet) tract of land, out of the E. Latham Survey A-50, Fort Bend County, Texas, and being part of and out of that certain 564.69 acre (calc) tract of land described in a Deed dated September 9, 1983, from Dan J. Harrison Jr. and David Harrison III to Harrison Interests, LTD. filed in the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.) in Volume 1289, Page 624, said 10.753 acre tract being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "Weisser Eng. Houston, Tx." set for the southwest corner of said 564.69 acre tract and the southeast corner of a called 3.01 acre tract of land described in a Deed dated October 22, 2008 from Guerdon W. Archer and wife, Susan Archer to Prototype Machine Co., Inc. filed in the (O.P.R.F.B.C.) at Clerk's File No. 2008112545, thence as follows:

North 02°31'13" West, a distance of 1,328.52 feet, along the west line of said 564.69 acre tract and along the east line of said 3.01 acre tract to a point in the proposed south right-of-way line of FM 1093 (width varies);

South 62°00'34" East, a distance of 1.00 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to an angle point;

South 17°00'34" East, a distance of 19.68 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to an angle point;

North 82°58'34" East, a distance of 203.08 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to an angle point;

North 27°59'26" East, a distance of 38.35 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to an angle point;

North 82°59'56" East, a distance of 622.01 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 for the northwest corner and POINT OF BEGINNING of the herein described easement, said point having Coordinates of N=13,814,036.41 and E=2,960,850.10;

EXHIBIT "A"

- 1) THENCE, North 82°59'56" East, a distance of 596.94 feet, over and across said 564.69 acre tract and along the proposed south right-of-way line of said F.M. 1093 to a 5/8-inch iron rod with TxDOT aluminum cap set for the northeast corner of the herein described easement;**
- 2) THENCE, South 08°34'50" West, a distance of 444.35 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement and beginning of a nontangent curve to the left;**
- 3) THENCE, in a westerly direction, with said curve to the left having a radius of 748.00 feet, a central angle of 38°49'00" and chord which bears South 74°59'47" West, 497.12 feet, for an arc length of 506.75 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point and the end of said curve;**
- 4) THENCE, South 13°49'55" East, a distance of 1,010.86 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;***
- 5) THENCE, South 07°09'43" East, a distance of 172.19 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 6) THENCE, South 13°49'55" East, a distance of 262.26 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 7) THENCE, South 50°04'04" East, a distance of 522.88 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for the southeast corner of the herein described easement;**
- 8) THENCE, South 39°55'56" West, a distance of 90.00 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for the southwest corner of the herein described easement;**
- 9) THENCE, North 50°04'04" West, a distance of 552.33 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;***

- 10) THENCE, North 13°49'55" West, a distance of 1,520.06 feet, over and across said 564.69 acre tract to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described easement;**
- 11) THENCE, North 08°34'50" East, a distance of 481.88 feet, over and across said 564.69 acre tract to the proposed south right-of-way line of said F.M. 1093 and to the POINT OF BEGINNING and containing 10.753 acres (468,395 square feet) tract of land.

NOTE: All bearings are based on the Texas coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

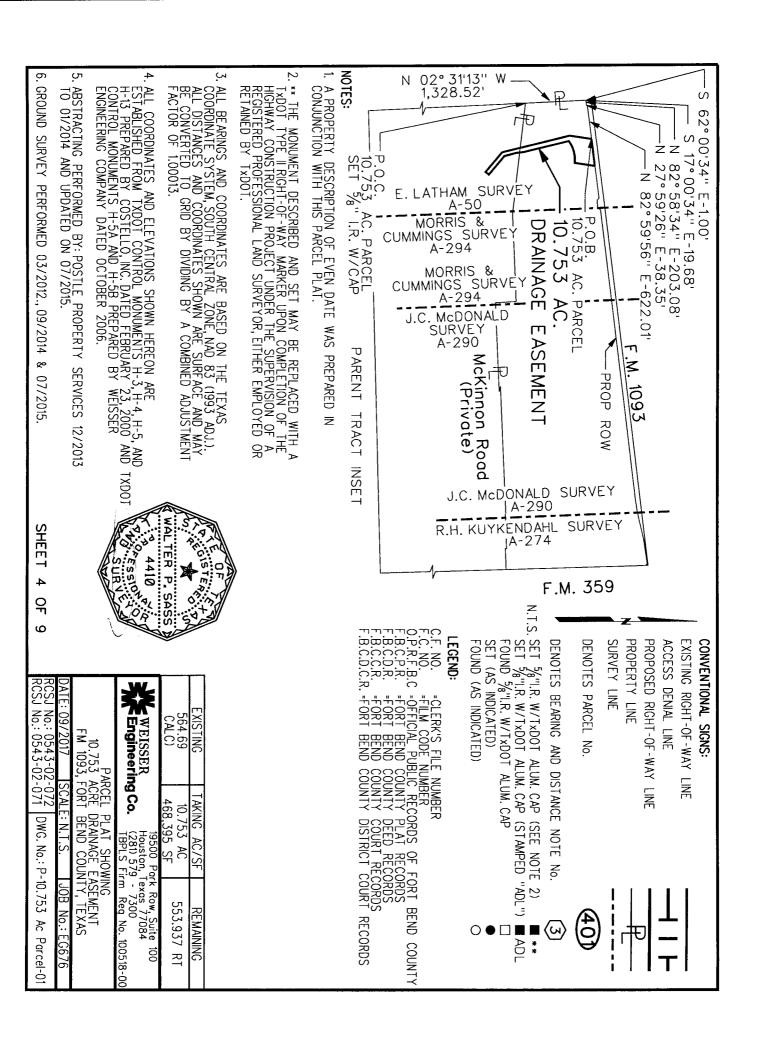
All coordinates shown hereon are established from TxDOT Control Monuments, H-3, H-4, H-5, and H-13 prepared by Costello, Inc. dated February 23, 2000 and TxDOT Control Monuments H-5A and H-5B prepared by Weisser Engineering Company dated October 2006.

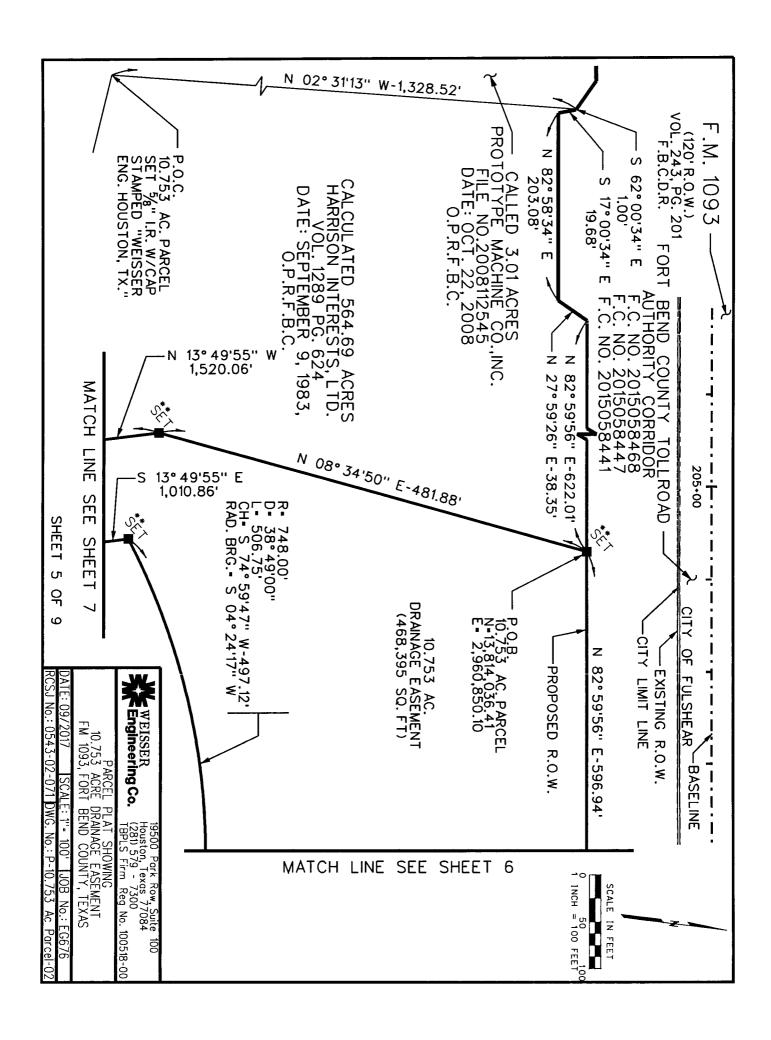
** The monument described and set in this call may be replaced with a TxDOT Type II Right of Way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

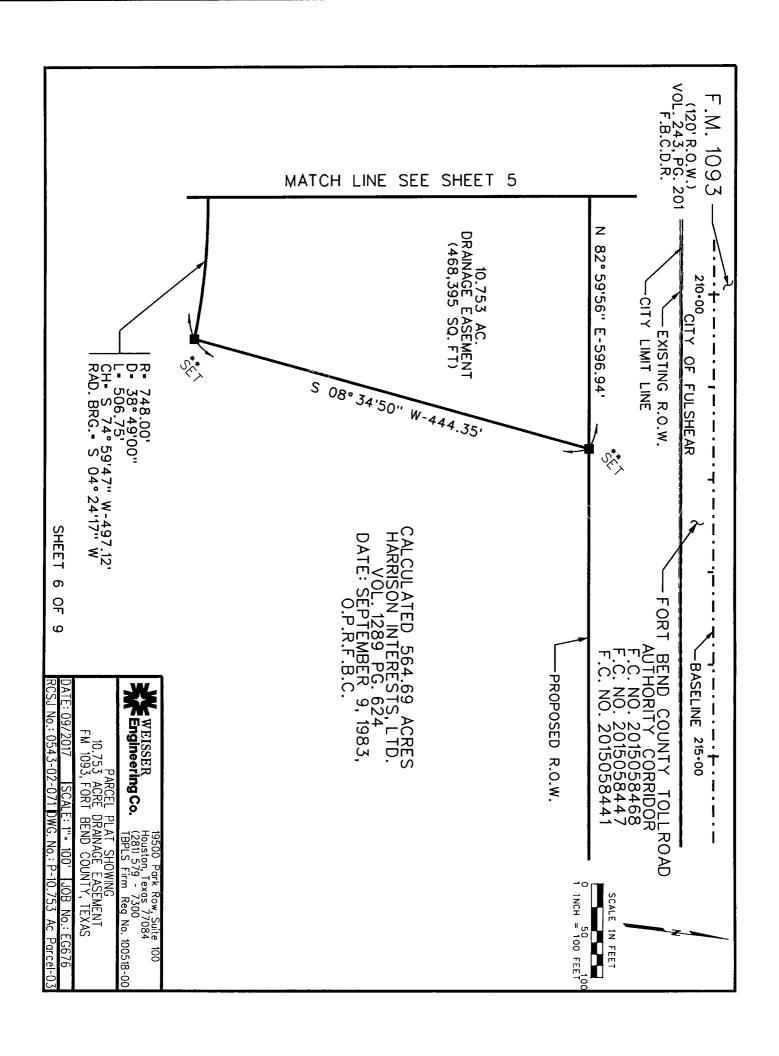
Access will be permitted to the remainder property abutting the highway facility.

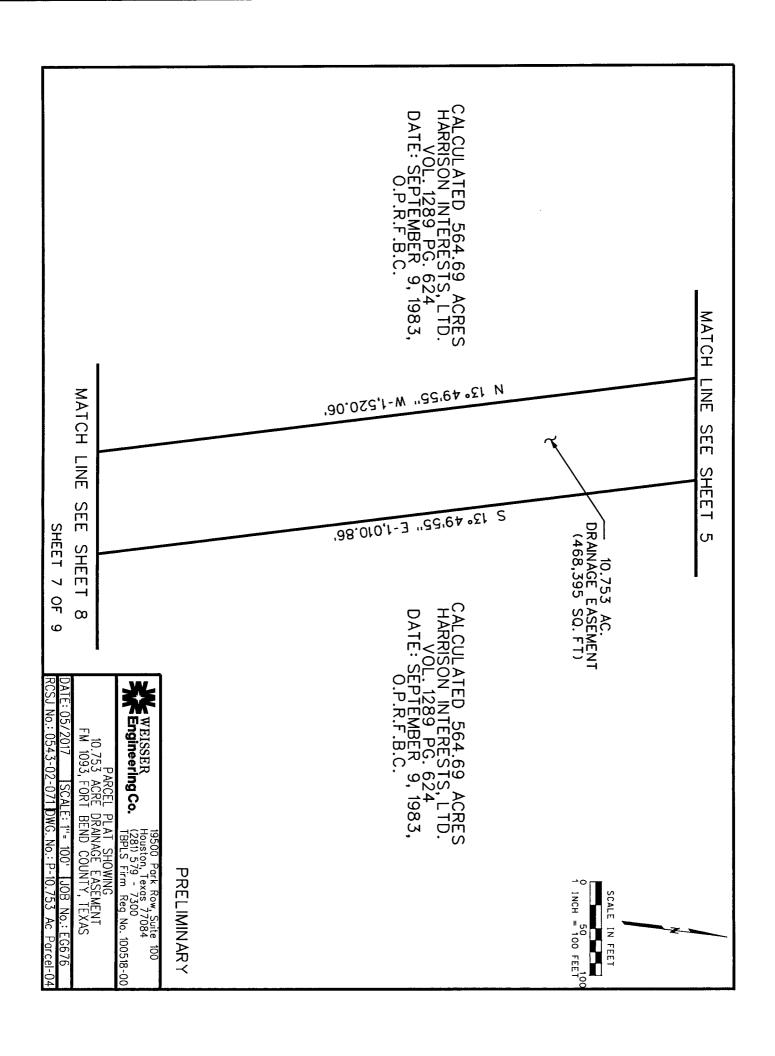
NOTE: An easement plat of even date was prepared in conjunction with this property description.

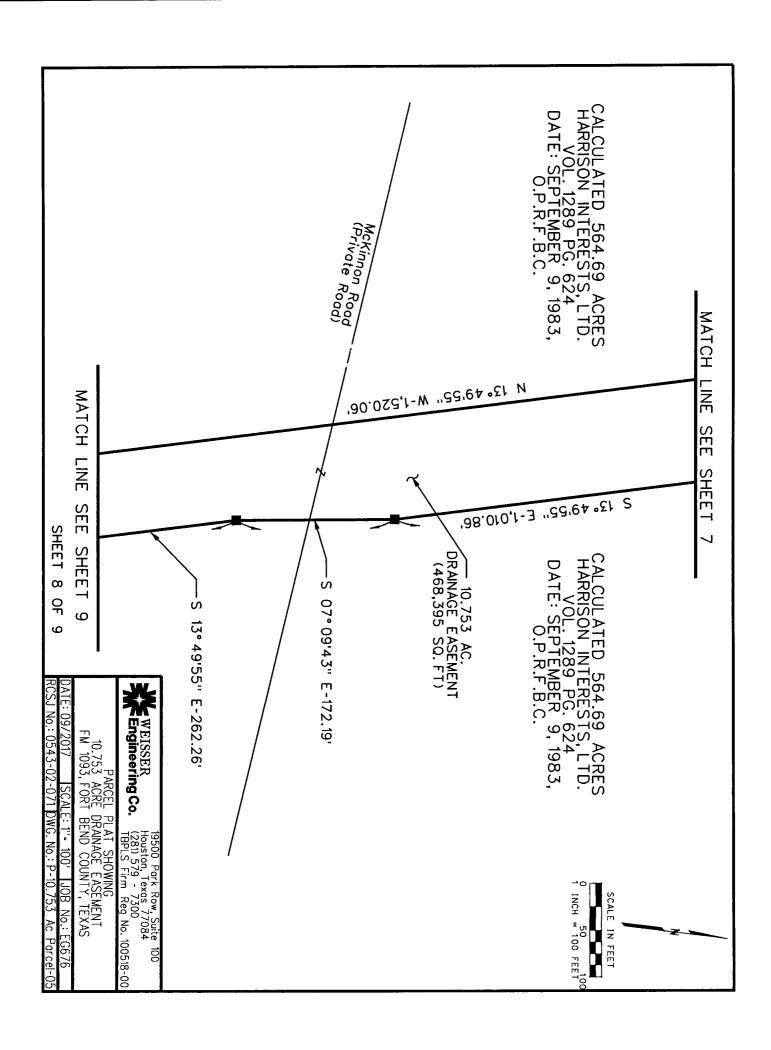
Compiled by: Weisser Engineering Company TBPLS Firm Reg. No. 100518-00 19500 Park Row, Suite 100 Houston, Texas 77084 (281) 579-7300 September, 2017











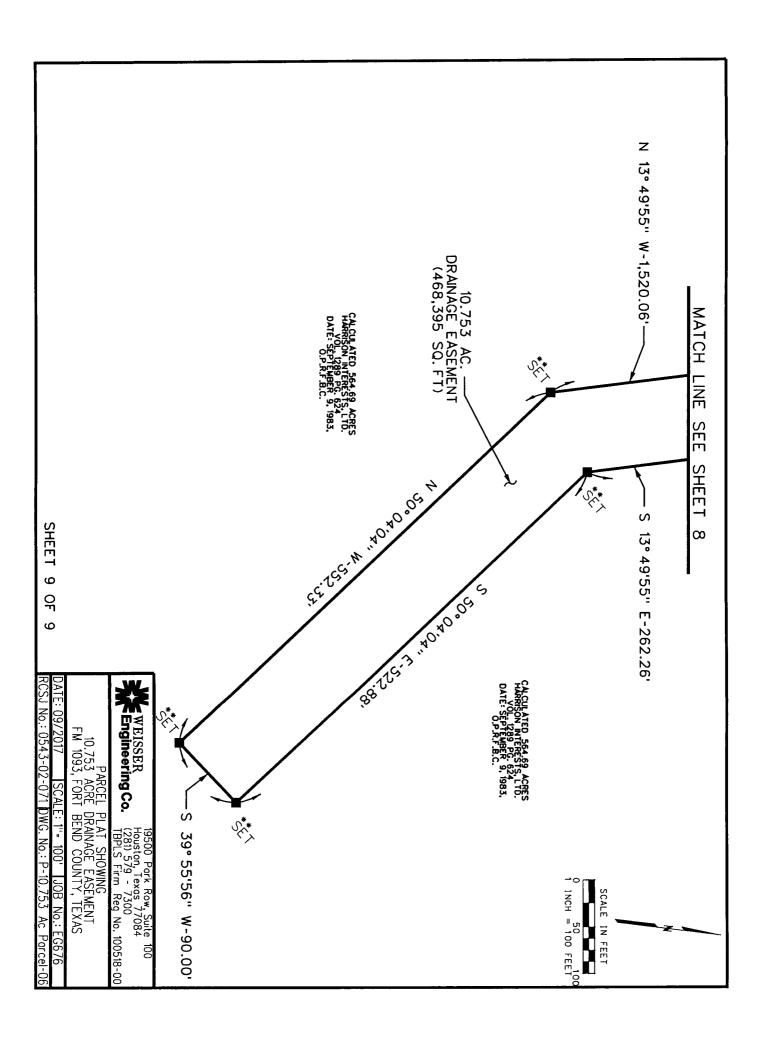


Exhibit E- Drainage Flow Rates and Storage

Pond ID	Outfall Location	Storage	Max Flow Rate	Max Water Surface Elevation
Pond 4	Approx. STA 208+00	25.3 ac-ft	89.8 cfs (10 yr); 120.9 cfs (100 yr)	129.80' (10 yr), 132.00' (100 yr)
Pond 5A	Approx. STA 255+00	3.0 ac-ft	42.3 cfs (10 yr); 49.1 cfs (100 yr)	129.60' (10 yr); 131.60' (100 yr)
Pond 5C	Approx. STA 276+00	8.6 ac-ft	69.1 cfs (10 yr); 104.0 cfs (100 yr)	120.90' (10 yr); 123.10' (100 yr)
Pond 5D	Approx. STA 284+00	6.2 ac-ft	53.90 cfs (10 yr); 71.3 cfs (100 yr)	117.30' (10 yr); 119.90' (100 yr)

Exhibit F-- Excavated Material Stockpile Locations





EXHIBIT "D" Donation Acknowledgement

[TO BE TYPED ON THE LETTERHEAD OF FORT BEND COUNTY, TEXAS]
, 201
DJH Ranching LP 712 Main Street Suite 1900 Houston, Texas 77002
Cat HIL Fulshear LLC 1000 Louisiana Suite 7000 Houston, Texas 77002
Dear Sirs and Madames:
Thank you for your donation to Fort Bend County, Texas, of the lands and interests in lands described in Exhibit A attached hereto and incorporated herein, which were received on the date of this letter. This letter acknowledges that no goods or services were provided to you in exchange for your contribution.
Fort Bend County, Texas is a political subdivision of the State of Texas and a donation to it qualifies as a charitable contribution as defined in IRC 170(c)(1). Fort Bend County, Texas will use the lands and interests in lands donated by DJH Ranching LP and Cat HIL Fulshear LLC as a toll road and access roads, and appurtenant drainage and detention facilities, for use by the general public.
Very truly yours,
, County Judge
DONATION RECEIPT — Keep for your records
Organization: Fort Bend County, Texas Date Received:, 201 Contribution: Lands and interests in lands described on Exhibit A attached hereto and incorporated herein
No goods or services were provided in exchange for the contribution.

Exhibit A

Lands Conveyed in Fee – 22.081 acres of land, more or less, in Fort Bend County, Texas, more fully described in Donation Deed dated of even effective date herewith between DJH RANCHING LP, a Texas limited partnership, and CAT HIL FULSHEAR LLC, a Texas limited liability company, collectively as Grantor, and Fort Bend County, Texas.

Drainage and Detention Easements – 21.22 acres of land, more or less, in Fort Bend County, Texas, more fully described in Drainage and Detention Easement of even effective date herewith between DJH RANCHING LP, a Texas limited partnership, and CAT HIL FULSHEAR LLC, a Texas limited liability company, collectively as Grantor, and Fort Bend County, Texas.

Quitclaimed Lands – land (acreage unknown), in Fort Bend County, Texas, more fully described in Quitclaim Deed of even effective date herewith between DJH RANCHING LP, a Texas limited partnership, and CAT HIL FULSHEAR LLC, a Texas limited liability company, collectively as Grantor, and Fort Bend County, Texas.

QUITCLAIM DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date:

December 14, 2017

Grantors:

DJH Grantor and CAT Grantor, collectively (each a "Grantor")

DJH Grantor:

DJH Ranching LP, a Texas limited partnership

DJH Grantor's Mailing Address:

712 Main Street, Suite 1900 Houston, TX 77002-3220

CAT Grantor:

Cat HIL Fulshear LLC, a Texas limited liability company

CAT Grantor's Mailing Address:

1000 Louisiana, Suite 7000 Houston, TX 77002

Grantee:

Fort Bend County, Texas, a political subdivision of the State of Texas

Grantee's Mailing Address:

c/o County Judge 401 Jackson Street, 1st Floor Richmond, Texas 77469

Consideration:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantors.

Property (including any improvements):

The surface only of that certain property described in that certain Deed and Assignment dated May 26, 2015, and recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File No. 2015058468 (the "Property").

For the Consideration, and subject to the reservations, terms and conditions set forth herein, Grantors quitclaim to Grantee all of Grantors' right, title, and interest in and to the Property, if any, to have and to hold it to Grantee and Grantee's successors and assigns forever, so that neither Grantors nor Grantors' successors or assigns will have, claim, or demand any right or title to the Property or any part thereof.

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

The quitclaim by Grantors of all right, title and interest of Grantors, if any, in and to the Property is made by Grantors and accepted by Grantee in its AS IS, WHERE IS, and WITH ALL FAULTS, condition, and without representation or warranty, express or implied, all as more fully provided in the Road Development Agreement dated December 14, 2017, between Grantors and Grantee, as same may be amended from time to time (the "Road Development Agreement"). This instrument is executed and delivered by Grantors, and accepted by Grantee, pursuant to the Road Development Agreement. Grantee executes this instrument to agree to the restrictions, covenants, reservations, conditions, and other terms and provisions of this instrument.

Reference is here made to the Donation Deed of even effective date herewith between Grantors and Grantee (the "Donation Deed"), and recorded or to be recorded in the Official Public Records of Fort Bend County, Texas. Pursuant to the Donation Deed, Grantors have conveyed to

Grantee certain real property located to the south of, and adjoining all or portions of, the Property. As and to the extent to which the restrictions, covenants, reservations, conditions, and other terms and provisions set forth in the Donation Deed bind, relate to, or otherwise affect, or could bind, relate to, or otherwise affect, the Property, same are hereby incorporated herein by reference as binding, relating to and affecting the Property conveyed hereby.

The individual signing this instrument on behalf of Grantors or Grantee represents that he or she has the requisite authority to bind Grantors or Grantee, respectively.

Grantee acknowledges and agrees that neither Grantor shall be obligated to guarantee or otherwise cause to be performed any obligation of the other Grantor, it being understood and agreed by Grantee that each Grantor is responsible solely for its own obligations hereunder and not those of the other Grantor, and that each Grantor's conveyance, warranties, covenants and obligations hereunder are solely with respect an undivided fifty percent (50%) in and to any such obligations, and that the obligations of Grantors hereunder are not joint and several obligations. To the extent of any irreconcilable conflict between the provisions of this paragraph and any other provisions of this instrument, the provisions of this paragraph shall prevail.

[signature pages follow]

EXECUTED on the date(s) set forth in the acknowledgement(s) hereof, but effective as of the Effective Date.

GRANTORS:

	DJH RANCHING LP, a Texas limited partnership
	By: DJH Ranching GP LLC, a Texas limited liability company, General Partner
	By: Daniel J. Harrison III, Manager
	CAT HIL FULSHEAR LLC a Texas limited liability company
	By: William B. Harrison, Manager
STATE OF TEXAS §	
STATE OF TEXAS S COUNTY OF HARRIS S	
J. Harrison III, manager of DJH Ranching G	before me on the day of, 2017, by Daniel PLLC, a Texas limited liability company, general partner of DJH ship, on behalf of said limited liability company and limited
	N. D. IV. C.
	Notary Public Signature
(NOTARY SEAL)	

STATE OF TEXAS	S	
COUNTY OF HARRIS	2	
	owledged before me on the day of _ Fulshear LLC, a Texas limited liability co	
	Notary Public Signature	
(NOTARY SEAL)		

AGREED TO AND ACCEPTED:

GRANTEE:

	FORT BEND COUNTY, TEXAS		
	By:		
By: Robert Hebert, County Judge			
PURSUANT TO RESOLUTION/ORDER	R NO	DATED	, 2017.
ATTEST By: Name: Title: APPROVED AS TO FORM:			
, County Attorney			
STATE OF TEXAS COUNTY OF S			
This instrument was acknowledged lebert, County Judge of Fort Bend County, behalf of said political subdivision.			
	Notary P	ublic Signature	
(NOTARY SEAL)			