

92



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, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Consideration:

CCM 12-12-2017 # 38  
Fort Bend County Clerk  
Return Admin Serv Coord

RAC

12-20-2017 Original sent to Marcus Spencer, County Attorney

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*  
Daniel J. Harrison III, Manager

CAT HIL FULSHEAR LLC a Texas limited liability company

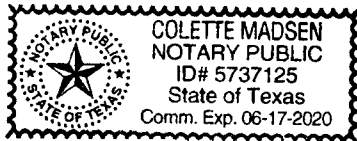
By: \_\_\_\_\_  
William B. Harrison, Manager

STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on the 14 day of December, 2017, by Daniel J. Harrison III, manager of DJH Ranching GP LLC, a Texas limited liability company, general partner of DJH RANCHING LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



(NOTARY SEAL)

*Colette Madsen*

Notary Public Signature

STATE OF TEXAS

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COUNTY OF HARRIS

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This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by William B. Harrison, manager of Cat HIL Fulshear LLC, a Texas limited liability company, on behalf of said limited liability company.

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Notary Public Signature

(NOTARY SEAL)

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 FULLSHEAR LLC, a Texas limited liability company

By: \_\_\_\_\_  
William B. Harrison, Manager

STATE OF TEXAS

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§

COUNTY OF HARRIS

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by Daniel J. Harrison III, manager of DJH Ranching GP LLC, a Texas limited liability company, general partner of DJH RANCHING LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

\_\_\_\_\_  
Notary Public Signature

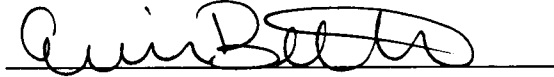
(NOTARY SEAL)

STATE OF TEXAS

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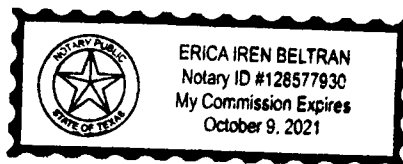
COUNTY OF HARRIS

This instrument was acknowledged before me on the 15 day of December, 2017, by William B. Harrison, manager of Cat HIL Fulshear LLC, a Texas limited liability company, on behalf of said limited liability company.



Notary Public Signature

(NOTARY SEAL)

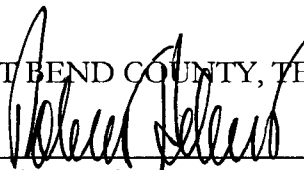


AS PER ORIGINAL

AGREED TO AND ACCEPTED:

**GRANTEE:**

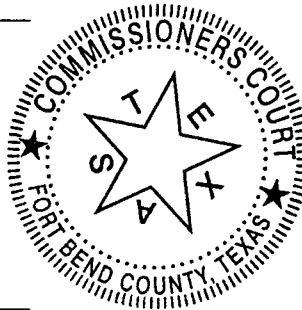
FORT BEND COUNTY, TEXAS

By:   
Robert Hebert, County Judge

PURSUANT TO RESOLUTION/ORDER DATED December 12, 2017.

ATTEST

By:   
Laura Richard, County Clerk



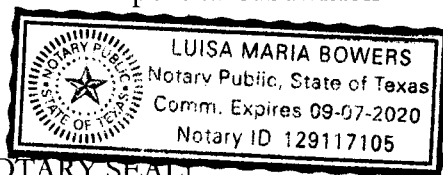
APPROVED AS TO FORM:

  
Marcus D. Spencer, First Assistant County Attorney

STATE OF TEXAS

COUNTY OF Fort Bend

This instrument was acknowledged before me on the 19<sup>th</sup> day of December, 2017, by Robert Hebert, County Judge of Fort Bend County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

  
Notary Public Signature

AS PER ORIGINAL

AGREED TO AND ACCEPTED:

**GRANTEE:**

FORT BEND COUNTY, TEXAS

By: \_\_\_\_\_

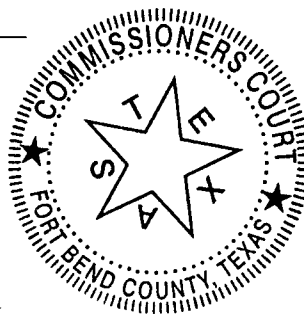
Robert Hebert, County Judge

PURSUANT TO RESOLUTION/ORDER DATED December 12, 2017.

ATTEST

By: \_\_\_\_\_

Laura Richard, County Clerk



APPROVED AS TO FORM:

\_\_\_\_\_  
Marcus D. Spencer

Marcus D. Spencer, First Assistant County Attorney

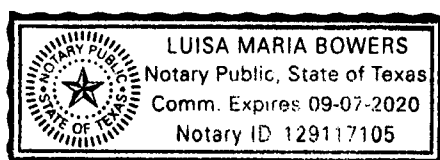
STATE OF TEXAS

COUNTY OF Fort Bend

This instrument was acknowledged before me on the 19<sup>th</sup> day of December, 2017, by Robert Hebert, County Judge of Fort Bend County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public Signature

(NOTARY SEAL)



AS PER ORIGINAL



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

\_\_\_\_\_  
Laura Richard, County Clerk

Fort Bend County Texas

December 20, 2017 12:59:25 PM

FEE: \$0.00

RMM

2017139151