

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into by and between **GM EQUITY GROUP, LLC** and/or its or its owners' related entities (referred to herein as "GM Equity" or "Ginter," and collectively, as "Seller"), and **FORT BEND COUNTY, TEXAS**, a political subdivision of the State of Texas ("Purchaser").

Section 1. Property; Purchase Price.

(a) Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign and convey to Purchaser, and Purchaser agrees to purchase and receive from Seller under the terms and conditions set forth herein, all that certain described real property, together with all improvements, including built-in items, and all rights and interests appurtenant thereto ("Property"), located in Fort Bend County, Texas, to wit:

(i) Tract 1 (Library Site): that certain 5-acre tract of land to be located on the Northwest corner of the anticipated Texas Heritage Parkway ("THP") roundabout to be located on the Property, and to the East of the planned secondary road running parallel to the Texas Heritage Parkway, which 5-acre tract of land will be specifically-determined and identified by agreement of Seller and Purchaser, and which property description will be included and described in **Exhibit A**;

(ii) Tract 2 (Texas Heritage Parkway Right-of-Way): that certain 17.34-acre tract of land described in **Exhibit B**, to be used for construction of the Texas Heritage Parkway improvements; and

(iii) Tract 3 (Detention Property): approximately 11-13 acres of land, more or less, to be used for wet detention for Seller's Remaining Property (as defined below) as well as the Library Site, which size, amount of acreage, and placement for such wet detention to be determined by Seller pursuant to detention requirement needs for Seller's currently-existing 137-acre tract of land, which shall be defined for all purposes of this Agreement to also include any land adjacent thereto that is subsequently purchased by Seller ("Seller's Remaining Property") as well as to incorporate aesthetics and detention functionality to enhance the Library Site and other common facilities referenced herein, and which detention property description will be included in **Exhibit C**, after a specific property description is determined. Purchaser agrees to accept the Tract 3 acreage for use as wet detention, agrees to install and construct such detention in compliance with all applicable regulatory and engineering requirements, agrees to fund the construction of such detention, and agrees to maintain such property for detention and drainage purposes;

(b) Right of Entry and Possession; Temporary Drainage Easement.

(i) In order to expedite the construction of the Texas Heritage Parkway, Seller hereby irrevocable grants Purchaser the right to enter upon and possess Tract 2 for the purpose of constructing the Texas Heritage Parkway ("Right of Entry and Possession"), which Right of Entry and Possession shall extend to Purchaser, the Texas Heritage Parkway Improvement District ("THPID"), and any contractors, assigns, and/or owners of any utility involved in the Texas Heritage Parkway project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Property, if any. Seller will execute and deliver such further documents as may be reasonably requested by Purchaser or the THPID in furtherance of the purposes of this Agreement to evidence this Right of Entry and Possession to third parties.

(ii) Purchaser agrees to preserve Seller's right to cross the Texas Heritage Parkway Right-of-Way with all wet and dry utilities, such right to be included in the deed of conveyance, sufficient to accommodate Seller's utilities and drainage needs for Seller's Remaining Property, including the installation and placement of "sleeves" or other forms of piping conduit under the THP for Seller's future use (to include water, electrical, sanitary sewage, stormwater drainage, and/or other similar requirements). Purchaser agrees to undertake reasonable efforts to coordinate common outfall/drainage of both Seller's Remaining Property and Purchaser's Property drainage requirements. Purchaser agrees to install walking trails for the entire length of the THP on the east sides of the THP and from the first roundabout to the second round about on the west side where the THP is located within or on Seller's 137-acre current tract of land, using the same design and construction parameters as other walking trails along the THP. Purchaser agrees to incorporate, install and place underground electrical lines along the portion of the 137-acre tract of land that is adjacent to FM 1093, to the same specifications and design parameters as used for underground lines beneath THP.

(iii) If and to the extent that Purchaser shall need a temporary easement for detention purposes applicable to construction of the Texas Heritage Parkway prior to finalization of the placement and descriptions of the Tract 3 Detention Property referenced above, Seller will provide a Drainage and Detention Easement for at least a **1.757-acre tract** in substantially the form shown in **Exhibit F**. It is the intent of the parties to work together in good faith to expeditiously determine the placement and property descriptions of the Library Site and detention around that Library Site to sufficiently incorporate the 1.757-acre detention requirements referenced herein, and to incorporate the detention requirements of Seller's Remaining Property. Seller will execute and deliver to Purchaser a Drainage and Detention Easement as necessary to facilitate Purchaser's detention requirements relating to the Tract 2 Texas Heritage Parkway Right-of-Way and Tract 1 Library Site.

(c) Consideration. Purchaser will provide the following consideration for the Property (“Consideration”):

(i) Purchaser will fund any and all of Seller’s pro-rata share of the design and construction of Texas Heritage Parkway and related facilities referenced herein, pursuant to that certain Agreement for Regional Road Improvements for the Texas Heritage Parkway, dated March 6, 2018, as amended, which amount is currently estimated to be \$967,000.

(ii) Purchaser agrees to accommodate Seller’s utilities and drainage needs for Seller’s Remaining Property, including the installation and placement of “sleeves” or other forms of piping conduit under the Texas Heritage Parkway for Seller’s future use, the cost of which will be paid by Purchaser and considered a Texas Heritage Parkway cost for purposes of reimbursement below. The Seller must identify the type and location of any such sleeves within the deadline established by the Purchaser so as not to delay the construction of the Texas Heritage Parkway.

(iii) Purchaser will coordinate common outfall/drainage of both Seller’s Remaining Property and the Property drainage requirements;

(iv) Purchaser will construct, at Purchaser’s cost, a County library on Tract 1.

(v) Purchaser will pay all closing costs as described in Section 7 hereof.

(vi) Purchaser and Seller will execute a reimbursement agreement with THPID, including a priority of reimbursement agreement between the Purchaser and Seller that prioritizes reimbursement in the following order:

- (A) Texas Heritage Parkway costs
- (B) Regional Detention Pond Costs
- (C) Any other costs for shared Purchaser/Seller Facilities
- (D) Seller Development and Contribution Costs

Section 2. **Inspections; Title Insurance; Title Inspection Period.**

(a) Inspections. Commencing on the date of final execution of this Agreement (“Effective Date”) and continuing until the Closing Date (hereinafter defined) or earlier termination of this Agreement, Purchaser shall have access to the Property for the purpose of conducting all tests and inspections that Purchaser determines are relevant to its decision to acquire the Property, including, without limitation, surveys, soils, engineering, geotechnical, and environmental

inspections and tests, and leak investigations. Purchaser shall be responsible for any and all costs associated with such inspections.

(b) Title Insurance. At Closing (as hereinafter defined), Seller shall furnish to Purchaser at Purchaser's expense an Owner's Policy of Title Insurance ("Title Policy") issued by a title company in an amount determined by Purchaser dated as of the Closing Date, insuring Purchaser's fee simple, good, and indefeasible title to the Property, subject only to the standard printed exceptions and exclusions and the Permitted Exceptions (as hereinafter defined); provided, however, the standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements may, at Purchaser's expense, be amended to read, "shortages in area".

(c) Survey. Purchaser, at Purchaser's sole expense, will obtain a new survey, prepared in accordance with the requirements for a Category 1A, Condition III Survey under the most current edition of the Manual of Practice for Land Surveying in Texas ("Survey"), acceptable to the title company and deliver the Survey to Seller and the title company.

(d) Title Inspection Period. Purchaser shall have an opportunity to review a current commitment for title insurance provided by Seller ("Commitment"), the Survey, and any legible copies of documents evidencing exceptions in the Commitment ("Exception Documents"), and notify Seller in writing of any objections to defects, encumbrances, or exceptions to title (collectively, "Title Defects"). Seller shall have no obligation to remove or cure Title Defects, except for the Liens (as hereinafter defined), which Seller shall cause to be released at the Closing or affirmatively insured over by the title company. If Seller fails or elects not to cure any of Purchaser's objections, or if for any other reason Purchaser chooses not to purchase the Property, Purchaser may terminate this Agreement by delivering written notice. As used in this Agreement, the term "Permitted Exceptions" shall mean the specific exceptions in the Title Commitment that Purchaser has not objected to or has waived the objection. Notwithstanding anything to the contrary in this Section 2(d), Seller shall discharge, at or prior to Closing, any liens encumbering the Property, including, without limitation, mortgage liens, security interests, tax liens, abstracts of judgment, environmental liens, and materialmen's and mechanic's liens (collectively, "Liens").

Section 3. Covenants.

(a) No Further Contracts or Conveyances. Seller shall not enter into any lease or other contract or agreement, written or oral, which will be or purports to be binding upon Purchaser and the Property subsequent to the Effective Date. Further, Seller agrees that, between the Effective Date and the Closing Date, Seller will not sell, assign, convey, grant a security interest in, or otherwise encumber or dispose of, the Property or any part thereof in any manner.

(b) Other Covenants of Seller.

(i) From and after the Effective Date, Seller shall not:

- (A) Perform any grading or excavation, construction, or removal of any improvement or make any other change or improvement to the Property, without the prior approval of the Purchaser;
- (B) Impose any easements, covenants, conditions, or restrictions on the Property;
- (C) Institute or participate in any platting or replatting of the Property; or
- (D) Institute or participate in any annexation, zoning, dedication, or other governmental action regarding the Property.

(ii) From and after the Effective Date, Seller shall at Seller's sole cost and expense, comply with any and all laws, rules, regulations, ordinances, restrictive covenants, and similar matters applicable to the Property.

(iii) As of the Closing Date, no portion of the Property will be subject to any liens or special assessment constituting a lien thereon.

(c) Further Assurances. In addition to the obligations to be performed at the Closing, Seller and Purchaser each agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request, whether such request is before, at, or after the Closing, in order to achieve the intentions and objectives of this Agreement and effectuate the consummation of the conveyance of the Property to Purchaser as contemplated herein.

Section 4. **Seller's Representations.** Seller represents and warrants to Purchaser that the following statements are true on the Effective Date and will be true on the Closing Date:

(a) Legal Proceedings. There are no claims, litigation, condemnation, administrative action, or other legal proceedings involving or affecting any part of the Property pending, to the best of Seller's knowledge.

(b) Organization and Authority. Seller has the full right, power, and authority to enter into and perform its obligations under this Agreement without the joinder or approval of any other person or entity. Seller is not prohibited from consummating the conveyance of the Property to Purchaser as contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed and constitute or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

(c) Liens. Seller has not received any notice of any such special assessment that would constitute a lien on the Property, and the parties agree to work together to accomplish the release of the purchase-funds lien on the Property.

(d) Compliance with Laws. To the best of Seller's knowledge, the Property has been and is being operated in compliance with all laws and regulations of all governmental and regulatory authorities having jurisdiction.

(e) Notices from Governmental Authorities. Seller has not received from any governmental authority notice of any violation of any laws applicable to the Property that has not been corrected.

Seller and Purchaser expressly agree that the Property is sold on an "AS IS" basis only WITH ALL FAULTS OF ANY KIND, INCLUDING ENVIRONMENTAL (whether above, within, or under the Property). SELLER EXPRESSLY DISCLAIMS WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FITNESS, ENVIRONMENTAL COMPLIANCE, AREA, CONDITION, QUALITY, QUANTITY, CHARACTER, SIZE, DESCRIPTION, MERCHANTABILITY, OR HABITABILITY OF THE PROPERTY OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE DEEDS AND OTHER CLOSING DOCUMENTS TO BE DELIVERED HEREUNDER. PURCHASER WAIVES ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE DEEDS AND OTHER CLOSING DOCUMENTS TO BE DELIVERED HEREUNDER.

Section 5. **Purchaser's Representations.** Purchaser represents that it is knowledgeable in real estate matters, specifically including property similar to the Property. Purchaser is not relying (and will not rely in the future) on any statements, facts, or representations, oral or written, except for those matters expressly set forth in this Agreement, the Deeds and other closing documents to be delivered hereunder, or written materials to be provided by Seller to Purchaser under this Agreement.

Section 6. **Conditions To Closing.** Notwithstanding anything in this Agreement to the contrary, Purchaser shall not be obligated to consummate the purchase of the Property unless each of the following conditions is either fulfilled or waived by Purchaser, at Purchaser's sole election, in writing:

(a) All representations and warranties made by Seller hereunder are true on the Effective Date and the Closing Date.

(b) All covenants and obligations to be performed by Seller hereunder prior to the Closing Date shall have been satisfactorily performed in all material respects by the Closing Date.

(c) No actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings shall be pending or threatened against Seller that would adversely affect Seller's ability to perform its obligations under this Agreement.

(d) The execution and delivery of the Reimbursement Agreement(s) described in Section 1(b)(iv) above.

If any of the conditions above are not satisfied or waived in writing by Purchaser on or prior to the Closing Date, Purchaser may terminate this Agreement by giving written notice to Seller on or before the Closing Date, and this Agreement shall terminate, and the parties hereto shall have no further rights or obligations hereunder, except as expressly stated to survive the Closing.

Section 7. **Closing**

- (a) **Date of Closing.** The closing ("Closing") shall take place at a time that is agreeable to both parties ("Closing Date").
- (b) **Seller's Deliveries at Closing.** As of or prior to the Closing Date, Seller shall deliver to the title company the following documents executed and acknowledged by Seller, conveying the Property to Purchaser free and clear of all claims except for the any Permitted Exceptions:
 - (i) With respect to Tract 1, a special warranty deed in substantially the form shown on **Exhibit D** ("Tract 1 Deed");
 - (ii) With respect to Tract 2, a special warranty deed in substantially the form shown on **Exhibit E** ("Tract 2 Deed," and, together with the Tract 1 Deed, "Deeds"); and
 - (iii) With respect to Tract 3, a drainage easement in substantially the form shown on **Exhibit F**.
- (c) **Purchaser's Deliveries at Closing.** As of or prior to the Closing Date, Purchaser shall deliver to the title company Purchaser's check or wire transfer in the amount of the Title Policy/Closing Costs, and such further documents as are required under this Agreement.
- (d) **Prorations; Expenses.** At Closing, all taxes and other assessments affecting the Property will be prorated as of the Closing Date, and Seller shall be responsible for all such expenses for the period prior to the Closing Date. Purchaser shall pay all closing costs.
- (e) **Title Policy.** At Closing, Seller shall deliver (or cause the title company to deliver) to Purchaser the Title Policy.
- (f) **Possession.** Seller shall deliver possession of the Property to Purchaser at the Closing.

Section 8. **Default and Remedies.**

- (a) **Seller's Remedies.** If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing for any reason except non-satisfaction by Seller of a condition set forth herein or failure by Seller to perform hereunder, and such default is not cured by five (5) business days after receipt of written notice thereof from Seller, Seller shall be entitled, as its sole remedy, to terminate this Agreement by delivering written notice to Purchaser.
- (b) **Purchaser's Remedies.** If Seller fails to consummate the sale of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder for any reason except failure by Purchaser to perform hereunder, and such default is not cured by five (5) business days after

receipt of written notice thereof from Purchaser, Purchaser's sole and only remedy is to terminate this Agreement by giving Seller written notice of such election.

Section 9. **Miscellaneous.**

(a) **Governing Law.** The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Texas applicable to contracts made and to be performed in such State without reference to the choice of law principles of such State or any other State.

(b) **Notices.** Any notice pursuant to this Agreement shall be given in writing by (i) personal delivery, (ii) nationally recognized overnight delivery service with proof of delivery, or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of overnight delivery service or mail, as of date of first attempted delivery at the address and in the manner provided herein. Unless changed in accordance with the preceding sentence, the addresses for notice given pursuant to this Agreement shall be as follows:

If to Seller: GM Equity Group LLC or other related entity
21830 Kingsland, No 104
Katy, Texas 77450
281-732-3342
832-435-0094

With copy to: Krenak Law Offices
21555 Provincial Blvd
Katy, Texas 77450
281-578-7711

If to Purchaser: Fort Bend County, Texas
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469 and

With a copy to: Fort Bend County, Commissioner Precinct 3
22333 Grand Corner Drive
Katy, Texas 77494


(c) **Entire Agreement.** This Agreement, together with its attached exhibits, contains the entire agreement between the parties with respect to the subject matter hereof and any prior agreements, discussions, or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the parties.

- (d) Headings. The section or subsection headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.
- (e) Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (f) No Waiver. Except as expressly provided in this Agreement, no waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term, or provision of this Agreement.
- (g) Counterparts; Further Assurances. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party agrees to perform all such acts (including but not limited to, executing and delivering instruments and documents) as reasonably may be necessary to comply with recording requirements or to otherwise fully effectuate each and all of the purposes and intent of this Agreement.
- (h) Performance Date. Time is of the essence in the performance of all obligations by the parties hereto under this Agreement. Time periods commencing with the Effective Date shall not include the Effective Date in the calculation thereof.
- (i) Survival of Obligations. The representations, warranties and covenants set forth herein or necessary to effectuate the intentions and objectives of this agreement shall survive closing.

Executed this 25th day of June, 2019.

PURCHASER:

FORT BEND COUNTY, TEXAS

By: 
KP George
County Judge, Fort Bend County, Texas

SELLER:

GM Equity Group, LLC,
a Texas limited liability company

By: 
David B. Ginter, Manager

Attachments:

- Exhibit A.** Tract 1 (Library Site)
- Exhibit B.** Tract 2 (Texas Heritage Parkway Right-of-Way)
- Exhibit C.** Tract 3 (Detention Property)
- Exhibit D.** Form Special Warranty Deed for Tract 1
- Exhibit E.** Form Special Warranty Deed for Tract 2
- Exhibit F.** Form Drainage and Detention Easement

EXHIBIT A
Legal Description of Property
[attached]

EXHIBIT A

Description of Library Site (Tract 1)

[To be provided upon completion]

EXHIBIT B

Description of Texas Heritage Parkway Right-of-Way (Tract 2)

County: Fort Bend
Highway: Texas Heritage Parkway

Property Description for Parcel 3

Being a 17.34 acre (755,233 square foot) parcel of land located in the Enoch Latham Survey, Abstract No. 50, Fort Bend County, Texas and being out of a 121.217 acre remainder of a tract of land described as a called 137.294 acre tract of land in an instrument from Grègory S. Baumgartner to G.M. Equity Group, LLC, dated December 28, 2007 and recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2008000068, said 17.34 acre parcel being more particularly described by metes and bounds as follows:

COMMENCING at a disturbed 5/8-inch iron rod with cap stamped "D.E. Goldberg" found for the Southwest corner of a called 3.00 acre tract of land described in an instrument to Andrea Chatam recorded under F.B.C.C.F. No. 2013030092, same being the Southeast corner of a called 16.0773 acre tract of land described in an instrument to Eduardo Morales recorded under F.B.C.C.F. No. 2013097392, and lying on the existing North right-of-way line of F.M. 359 & F.M. 1093 (120 feet wide) recorded under Volume 243, Pages 171 and 197 of the Fort Bend County Deed Records;

North 82° 58' 56" East, along and with said existing North right-of-way line at a distance of 212.28 feet pass the Southeast corner of said 3.00 acre tract, from which a disturbed 5/8-inch iron rod found bears North 59° 07' East, 0.87 feet, continuing along and with said existing North right-of-way line a total distance of 832.88 feet to the Southwest corner of called 0.1000 acre tract of land described as Parcel 424 in an instrument from GM Equity Group, LLC to the County of Fort Bend, Texas recorded under F.B.C.C.F. No. 2017077964;

North 27° 59' 26" East, a distance of 43.61 feet along and with the West line of said Parcel 424 to a point for corner, lying on the proposed West right-of-way line of Texas Heritage Parkway (width varies at this point);

North 17° 00' 34" West, a distance of 13.97 feet along and with the West line of said Parcel 424 to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the Southwest corner and **POINT OF BEGINNING** of the herein described parcel and having surface coordinates of N=13,814,292.22, E=2,959,905.27;

THENCE, over and across said 137.294 acre tract, and along and with the proposed West right-of-way line of said Texas Heritage Parkway the following bearing and distances:

1. N 17° 00' 34" W, a distance of 52.13 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for corner;
2. N 21° 24' 35" W, a distance of 143.38 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a non-tangent curve to the left from which its center bears S 72° 59' 26" W, 1,900.00 feet;

Exhibit B

February, 2016
Revised: January 28, 2019
Parcel 3
Page 2 of 10

3. In a Northerly direction, along said curve to the left, a distance of 361.39 feet, having a radius of 1,900.00 feet, a central angle of $10^{\circ} 53' 52''$ and a chord which bears $N 22^{\circ} 27' 30'' W$, 360.84 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the point of tangency;
4. $N 27^{\circ} 54' 26'' W$, a distance of 287.94 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a tangent curve to the right;
5. In a Northerly direction, along said curve to the right, a distance of 538.01 feet, having a radius of 2,100.00 feet, a central angle of $14^{\circ} 40' 44''$ and a chord which bears $N 20^{\circ} 34' 05'' W$, 536.54 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a reverse curve to the left;
6. In a Northwesterly direction, along said curve to the left, a distance of 72.70 feet, having a radius of 75.00 feet, a central angle of $55^{\circ} 32' 11''$ and a chord which bears $N 40^{\circ} 59' 48'' W$, 69.88 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a reverse curve to the right;
7. In a Northwesterly direction, along said curve to the right, a distance of 211.64 feet, having a radius of 270.00 feet, a central angle of $44^{\circ} 54' 44''$ and a chord which bears $N 46^{\circ} 18' 32'' W$, 206.27 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a reverse curve to the left;
8. In a Northwesterly direction, along said curve to the left, a distance of 90.32 feet, having a radius of 75.00 feet, a central angle of $69^{\circ} 00' 03''$ and a chord which bears $N 58^{\circ} 21' 11'' W$, 84.96 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for corner;
9. $N 02^{\circ} 14' 40'' W$, a distance of 100.00 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a non-tangent curve to the left from which its center bears $N 02^{\circ} 51' 12'' W$, 75.00 feet;
10. In a Northeasterly direction, along said curve to the left, a distance of 89.68 feet, having a radius of 75.00 feet, a central angle of $68^{\circ} 30' 49''$ and a chord which bears $N 52^{\circ} 53' 23'' E$, 84.44 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for beginning of a reverse curve to the right;
11. In a Northeasterly direction, along said curve to the right, a distance of 188.62 feet, having a radius of 270.00 feet, a central angle of $40^{\circ} 01' 37''$ and a chord which bears $N 38^{\circ} 38' 47'' E$, 184.81 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a reverse curve to the left;
12. In a Northeasterly direction, along said curve to the left, a distance of 72.70 feet, having a radius of 75.00 feet, a central angle of $55^{\circ} 32' 11''$ and a chord which bears $N 30^{\circ} 53' 31'' E$, 69.88 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a reverse curve to the right;

13. In a Northerly direction, along said curve to the right, a distance of 488.48 feet, having a radius of 2,100.00 feet, a central angle of $13^{\circ} 19' 39''$ and a chord which bears $N 09^{\circ} 47' 15'' E$, 487.38 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a reverse curve to the left;
14. In a Northerly direction, along said curve to the left, a distance of 1,027.79 feet, having a radius of 1,900.00 feet, a central angle of $30^{\circ} 59' 37''$ and a chord which bears $N 00^{\circ} 57' 15'' E$, 1,015.30 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the Northwest corner of the herein described parcel, lying on the North line of said 137.294 acre tract, same being the South line of a called 1,913.31 acre tract of land described as Tract A in an instrument to CCR Texas Holdings LP recorded under F.B.C.C.F. No. 2012038964;
15. **THENCE**, North $88^{\circ} 20' 49''$ East, a distance of 204.76 feet along and with the North line of said 137.294 acre tract, same being the South line of said 1,913.31 acre tract, and the South line of a called 28.78 acre tract of land described as Tract 2 in an instrument to CCR Texas Holdings LP recorded under F.B.C.C.F. No. 2012038960 to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the Northeast corner of the herein described parcel, lying on the West line of a called 30-foot wide Seaway Crude Pipeline Company LLC easement recorded under F.B.C.C.F. No. 2013062510, same being the proposed East right-of-way line of said Texas Heritage Parkway;

THENCE, over and across said 137.294 acre tract, and along and with the proposed East right-of-way line of said Texas Heritage Parkway the following bearing and distances:

16. $S 12^{\circ} 45' 05'' E$, a distance of 19.97 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a tangent curve to the right;
17. In a Southerly direction, along said curve to the right, a distance of 1,070.33 feet, having a radius of 2,100.00 feet, a central angle of $29^{\circ} 12' 09''$ and a chord which bears $S 01^{\circ} 50' 59'' W$, 1,058.78 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a reverse curve to the left;
18. In a Southerly direction, along said curve to the left, a distance of 556.43 feet, having a radius of 1,900.00 feet, a central angle of $16^{\circ} 46' 46''$ and a chord which bears $S 08^{\circ} 03' 41'' W$, 554.44 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a reverse curve to the left;
19. In a Southeasterly direction, along said curve to the left, a distance of 58.10 feet, having a radius of 75.00 feet, a central angle of $44^{\circ} 23' 01''$ and a chord which bears $S 22^{\circ} 31' 13'' E$, 56.66 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a reverse curve to the right;
20. In a Southerly direction, along said curve to the right, a distance of 222.19 feet, having a radius of 160.50 feet, a central angle of $79^{\circ} 19' 09''$ and a chord which bears $S 05^{\circ} 03' 09'' E$, 204.87 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a reverse curve to the left;

21. In a Southerly direction, along said curve to the left, a distance of 58.10 feet, having a radius of 75.00 feet, a central angle of $44^{\circ} 23' 01''$ and a chord which bears $S 12^{\circ} 24' 55'' W$, 56.66 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a compound curve to the left;
22. In a Southerly direction, along said curve to the left, a distance of 601.24 feet, having a radius of 1,900.00 feet, a central angle of $18^{\circ} 07' 51''$ and a chord which bears $S 18^{\circ} 50' 31'' E$, 598.74 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the point of tangency;
23. $S 27^{\circ} 54' 26'' E$, a distance of 287.94 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the beginning of a tangent curve to the right;
24. In a Southeasterly direction, along said curve to the right, a distance of 222.12 feet, having a radius of 2,100.00 feet, a central angle of $06^{\circ} 03' 37''$ and a chord which bears $S 24^{\circ} 52' 38'' E$, 222.02 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for corner, lying on the East line of said 137.294 acre tract, same being the West line of CROSS CREEK RANCH WATEWATER TREATMENT PLANT, a subdivision per plat recorded under Plat No. 20070244 of the Fort Bend County Plat Records, same further being the East line of said Seaway Crude Pipeline Company LLC easement;
25. **THENCE**, $S 02^{\circ} 37' 40'' E$, along and with the East line of said 137.294 acre tract, partially along the East line of said Seaway Crude Pipeline Company LLC easement, same being the West line of said CROSS CREEK RANCH WATEWATER TREATMENT PLANT and the West line of a called 3.662 acre tract of land described in an instrument to Wayne Schramme recorded under F.B.C.C.F. No. 2012087343, at a distance of 48.32 feet pass the common West corner of said CROSS CREEK RANCH WATEWATER TREATMENT PLANT and said 3.662 acre tract, continuing for a total of 399.19 feet to the Southeast corner of the herein described parcel, same being the common North corner of said Parcel 424 and a called 0.1816 acre tract of land described as Parcel 425 in an instrument from Wayne Schramme to the County of Fort Bend, Texas recorded under F.B.C.C.F. No. 2017044716;
26. **THENCE**, $S 82^{\circ} 58' 34'' W$, a distance of 83.63 feet along and with the North line of said Parcel 424 to the **POINT OF BEGINNING** and containing 17.34 acres (755,233 square feet) of land.

Exhibit B

February, 2016
Revised: January 28, 2019
Parcel 3
Page 5 of 10

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010 and all distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013.

All bearings are referenced to monuments found along the North right-of-way line of F.M. 359 & F.M. 1093 as cited herein.

Revised January 28, 2019. Parcel Geometry
Revised August 3, 2017. Parcel Geometry

Compiled by:
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042
(281) 558-8700
TBPLS Licensed Survey Firm No. 10106500



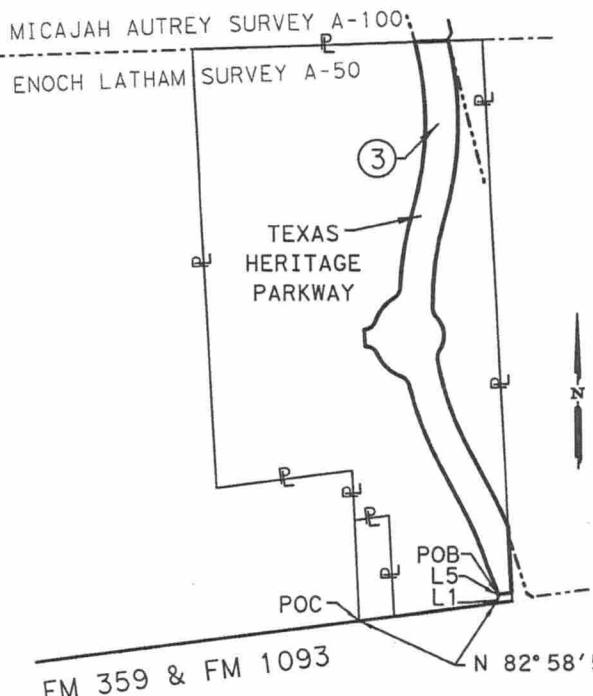
A handwritten signature in black ink, appearing to read "Anthony L. Meier".

12/31/2019

NOTES:

A parcel plat of even date has been prepared in conjunction with this property description.

DATE: 2/1/2019
 FILE: X:\Distracts\FID\Fulshear_Plwy_Pr_elliminary_222N06_Survey\04_Final\PARCEL\SPAR03_02.dgn
 2:36:44 PM
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NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010 AND ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. ALL BEARINGS ARE REFERENCED TO MONUMENTS FOUND ALONG THE NORTH RIGHT-OF-WAY LINE OF FM 359 & FM 1093 AS SHOWN HEREON.
3. ABSTRACTING WAS PERFORMED BY POSTLE PROPERTY SERVICES, INC. FROM SEPTEMBER 2015 THRU OCTOBER 2015.
4. FIELD SURVEYS WERE PERFORMED FROM JANUARY 2014 THRU OCTOBER 2015.
5. CITY LIMITS SHOWN HEREON WERE OBTAINED FROM FBCAD.
6. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 27° 59' 26" E	43.61'
L5	N 17° 00' 34" W	13.97'

PARENT TRACT INSET
N.T.S.

ABBREVIATION LEGEND

- BL BUILDING LINE
- FBCCF FORT BEND COUNTY CLERK'S FILE
- FBCDR FORT BEND COUNTY DEED RECORDS
- FBCPR FORT BEND COUNTY PLAT RECORDS
- FCL FULSHEAR CITY LIMITS
- FN FILE NUMBER
- FND FOUND
- IP IRON PIPE
- IR IRON ROD
- PG PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- ROW RIGHT-OF-WAY
- VOL VOLUME

SYMBOL LEGEND

- SET 1/2" IRON PIPE WITH CAP STAMPED "BGE INC"
- FOUND 5/8" IRON ROD (UNLESS OTHERWISE NOTED)

I HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTIONS IS BASED ON THE GROUND SURVEY MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT.



Anthony L. Meier
 ANTHONY L. MEIER RPLS NO. 6712
 BGE, INC.
 10777 WESTHEIMER, SUITE 400
 HOUSTON, TEXAS 77042
 TELEPHONE: (281) 558-8700

1/31/2019

DATE	REVISION
01/21/19	REVISED GEOMETRY
08/03/17	REVISED GEOMETRY
03/24/16	REVISED FUTURE 1093 ROW

AREA TABLE (ACRES)

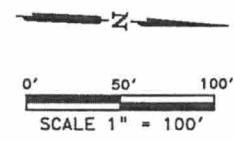
EXISTING ACREAGE	TAKING S.F./AC.	REMAINDER	
		LEFT	RIGHT
121.217	755,233	86.891	16.887
REMAINDER	17.34		

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 TBPLS Licensed Surveying Firm No. 10106500
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PARCEL PLAT
 SHOWING
 PARCEL 3
 TEXAS HERITAGE
 PARKWAY
 FORT BEND COUNTY
 FEBRUARY, 2016
 PAGE 6 OF 10 SCALE: NTS

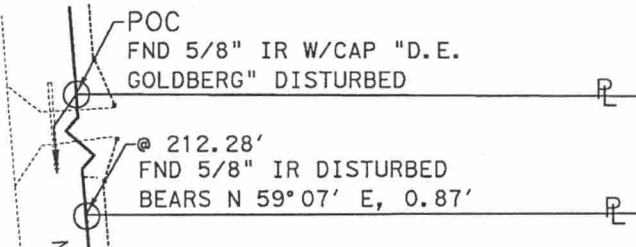
ENOCH LATHAM SURVEY, A-50

EDUARDO MORALES
 CALLED 16.0773 ACRES
 JULY 25, 2013
 FBCCF NO 2013097392



F.M. 359 & F.M. 1093
 120' R.O.W. - VOL 243, PG 171,
 AND VOL 243, PG 197 FBCCR

DATE: 2/1/2019 2:37:02 PM
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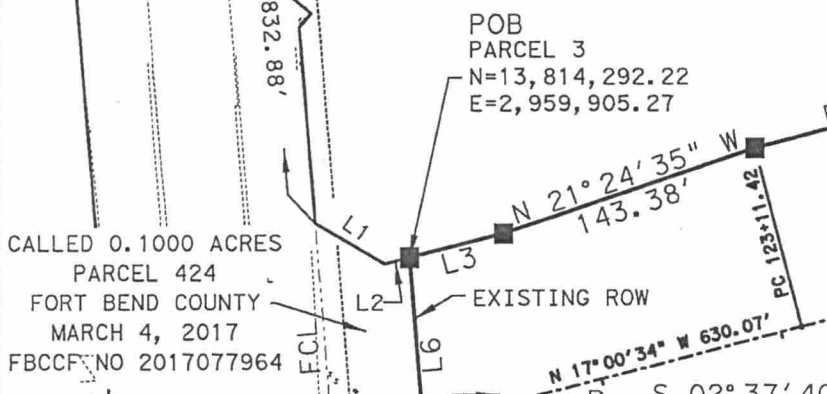


CALLED 3.00 ACRES
 ANDREA CHATAM
 JANUARY 7, 2011
 FBCCF NO 2013030092

BASELINE CURVE DATA
 PI STA = 123+11.42
 N = 13,814,504.81
 E = 2,959,933.31
 R = 2,000.00
 D = 10° 53' 52" (LT)
 L = 380.41
 T = 190.78'
 CH = N 22° 27' 30" W
 CH DIST = 379.84

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 27° 59' 26" E	43.61'
L2	N 17° 00' 34" W	13.97'
L3	N 17° 00' 34" W	52.13'
L6	S 82° 58' 34" W	83.63'

121.217 ACRE
 REMAINDER OF A
 CALLED 137.294 ACRES
 G.M. EQUITY GROUP, LLC
 DECEMBER 28, 2007
 FBCCF NO 2008000068



CALLED 0.1000 ACRES
 PARCEL 424
 FORT BEND COUNTY
 MARCH 4, 2017
 FBCCF NO 2017077964

CALLED 0.1816 ACRES
 PARCEL 425
 FORT BEND COUNTY
 MARCH 19, 2016
 FBCCF NO 2017044716

CALLED 3.662 ACRES
 WAYNE SCHRAMME
 AUGUST 3, 2012
 FBCCF NO 2012087343

75' TEMP WORKSPACE
 FBCCF NO 2014135550
 50' SEAWAY CRUDE PIPELINE
 COMPANY, LLC ESMT
 FBCCF NO 2014135550

PROPOSED ROW

BLOCK 1
 RESTRICTED
 RESERVE "A"

30' PIPELINE EASEMENT
 SEAWAY CRUDE PIPELINE COMPANY, LLC
 FBCCF NO 2013062510

CROSS CREEK RANCH
 WASTEWATER TREATMENT PLANT
 PLAT NO 20070244 FBCCR

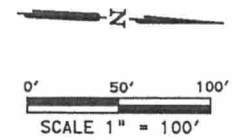
CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	361.39'	1,900.00'	10° 53' 52"	N 22° 27' 30" W	360.84'
C17	222.12'	2,100.00'	06° 03' 37"	S 24° 52' 38" E	222.02'


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PARCEL PLAT
 SHOWING
PARCEL 3
TEXAS HERITAGE
PARKWAY
 FORT BEND COUNTY
 FEBRUARY, 2016
 PAGE 7 OF 10 SCALE: 1"=100'

MATCHLINE SEE SHEET 8 OF 10

ENOCH LATHAM SURVEY, A-50



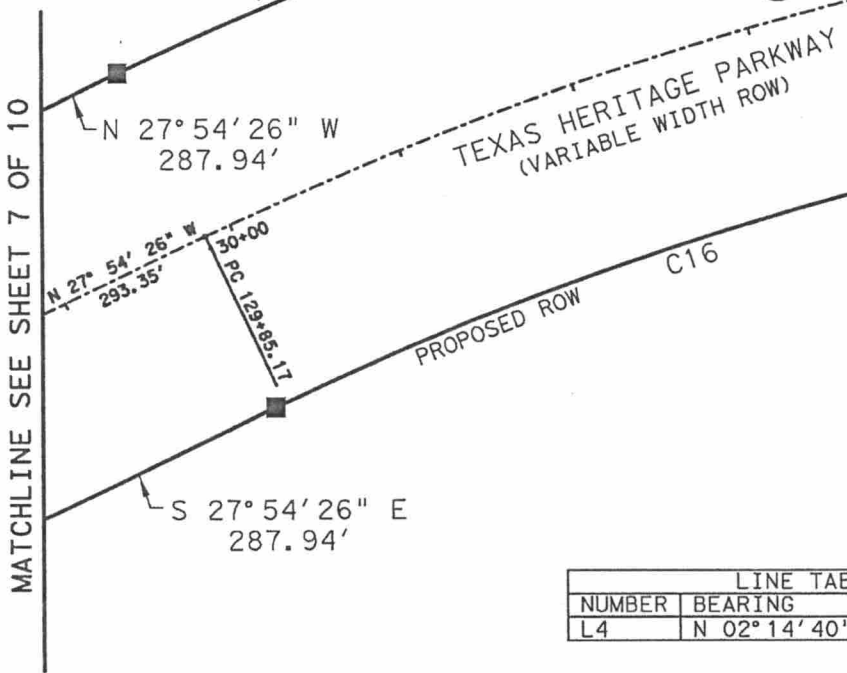
CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C2	538.01'	2,100.00'	14° 40' 44"	N 20° 34' 05" W	536.54'
C3	72.70'	75.00'	55° 32' 11"	N 40° 59' 48" W	69.88'
C4	211.64'	270.00'	44° 54' 44"	N 46° 18' 32" W	206.27'
C5	90.32'	75.00'	69° 00' 03"	N 58° 21' 11" W	84.96'
C6	89.68'	75.00'	68° 30' 49"	N 52° 53' 23" E	84.44'
C14	222.19'	160.50'	79° 19' 09"	S 05° 03' 09" E	204.87'
C15	58.10'	75.00'	44° 23' 01"	S 12° 24' 55" W	56.66'
C16	601.24'	1,900.00'	18° 07' 51"	S 18° 50' 31" E	598.74'

121.217 ACRE
REMAINDER OF A
CALLED 137.294 ACRES
G.M. EQUITY GROUP, LLC
DECEMBER 28, 2007
FBCCF NO 2008000068

BASELINE CURVE DATA
PI STA = 129+85.17
N = 13,815,115.06
E = 2,959,650.91
R = 2,000.00
D = 42° 08' 26" (RT)
L = 1,470.98
T = 770.55
CH = N 06° 50' 13" W
CH DIST = 1,438.05

MATCHLINE SEE SHEET 7 OF 10

MATCHLINE SEE SHEET 9 OF 10



121.217 ACRE
REMAINDER OF A
CALLED 137.294 ACRES
G.M. EQUITY GROUP, LLC
DECEMBER 28, 2007
FBCCF NO 2008000068

LINE TABLE		
NUMBER	BEARING	DISTANCE
L4	N 02° 14' 40" W	100.00'



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PARCEL 3
TEXAS HERITAGE
PARKWAY
FORT BEND COUNTY
FEBRUARY, 2016

PAGE 8 OF 10 SCALE: 1"=100'

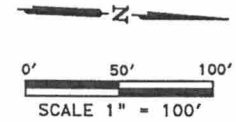
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ENOCH LATHAM SURVEY, A-50

BASELINE CURVE DATA
 PI STA = 129+85.17
 N = 13,815,115.06
 E = 2,959,650.91
 R = 2,000.00
 D = 42° 08' 26" (RT)
 L = 1,470.98
 T = 770.55
 CH = N 06° 50' 13" W
 CH DIST = 1,438.05

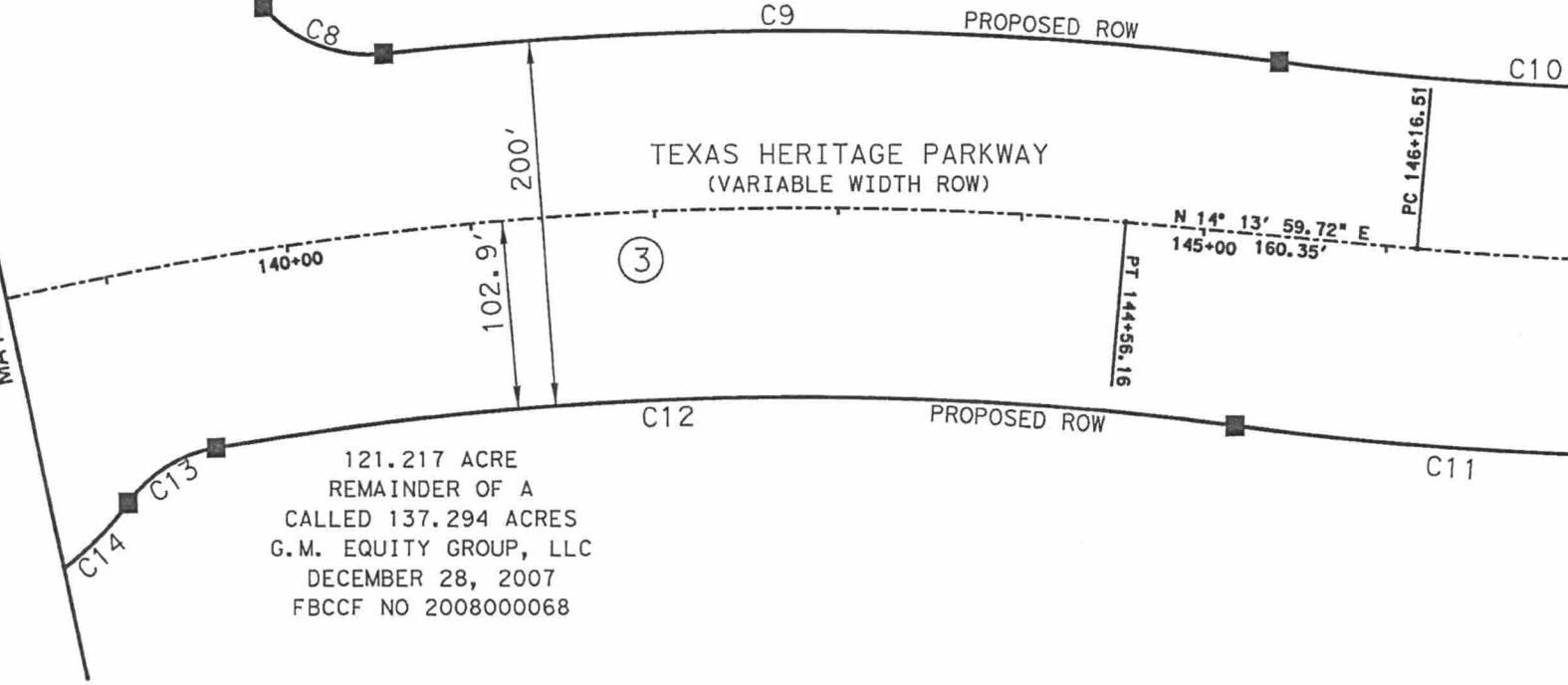
BASELINE CURVE DATA
 PI STA = 146+16.51
 N = 13,816,698.32
 E = 2,959,519.14
 R = 2,000.00
 D = 34° 42' 20" (LT)
 L = 1,211.46
 T = 624.95
 CH = N 03° 07' 10" W
 CH DIST = 1,193.02

121.217 ACRE
 REMAINDER OF A
 CALLED 137.294 ACRES
 G.M. EQUITY GROUP, LLC
 DECEMBER 28, 2007
 FBCCF NO 2008000068



MATCHLINE SEE SHEET 8 OF 10

MATCHLINE SEE SHEET 10 OF 10



121.217 ACRE
 REMAINDER OF A
 CALLED 137.294 ACRES
 G.M. EQUITY GROUP, LLC
 DECEMBER 28, 2007
 FBCCF NO 2008000068

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C6	89.68'	75.00'	68° 30' 49"	N 52° 53' 23" E	84.44'
C7	188.62'	270.00'	40° 01' 37"	N 38° 38' 47" E	184.81'
C8	72.70'	75.00'	55° 32' 11"	N 30° 53' 31" E	69.88'
C9	488.48'	2,100.00'	13° 19' 39"	N 09° 47' 15" E	487.38'
C10	1,027.79'	1,900.00'	30° 59' 37"	N 00° 57' 15" E	1,015.30'
C11	1,070.33'	2,100.00'	29° 12' 09"	S 01° 50' 59" W	1,058.78'
C12	556.43'	1,900.00'	16° 46' 46"	S 08° 03' 41" W	554.44'
C13	58.10'	75.00'	44° 23' 01"	S 22° 31' 13" E	56.66'
C14	222.19'	160.50'	79° 19' 09"	S 05° 03' 09" E	204.87'

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 FORT BEND COUNTY
 FEBRUARY, 2016
 PAGE 9 OF 10 SCALE: 1"=100'

DATE: 2/1/2019
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ENOCH LATHAM SURVEY, A-50

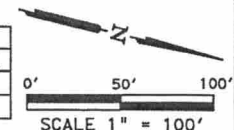
121.217 ACRE
REMAINDER OF A
CALLED 137.294 ACRES
G.M. EQUITY GROUP, LLC
DECEMBER 28, 2007
FBCCF NO 2008000068

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C10	1,027.79'	1,900.00'	30° 59' 37"	N 00° 57' 15" E	1,015.30'
C11	1,070.33'	2,100.00'	29° 12' 09"	S 01° 50' 59" W	1,058.78'

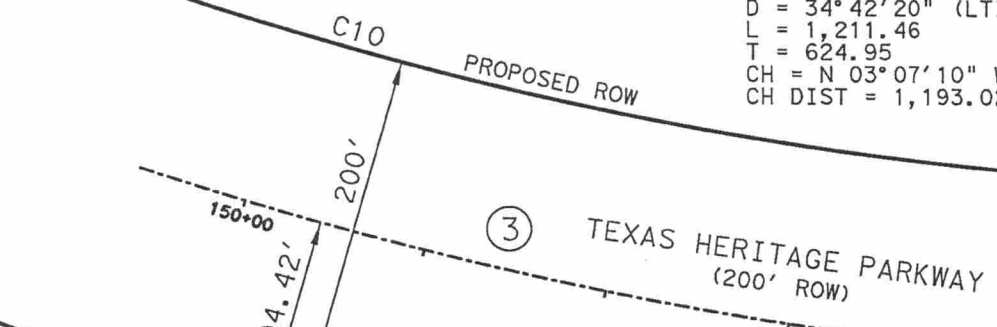
LINE TABLE		
NUMBER	BEARING	DISTANCE
L5	N 88° 20' 49" E	204.76'
L6	S 12° 45' 05" E	19.97'

BASELINE CURVE DATA
PI STA = 146+16.51
N = 13,816,698.32
E = 2,959,519.14
R = 2,000.00
D = 34° 42' 20" (LT)
L = 1,211.46
T = 624.95
CH = N 03° 07' 10" W
CH DIST = 1,193.02

DRILL SITE "C"
2.749 ACRES
JANUARY 5, 2005
FBCCF NO 2005003095
REMAINDER OF A CALLED
1,913.31 ACRES TRACT A
CCR TEXAS HOLDINGS LP
APRIL 12, 2012
FBCCF NO 2012038964



MATCHLINE SEE SHEET 9 OF 10



30' PIPELINE EASEMENT
SEAWAY CRUDE PIPELINE COMPANY, LLC
FBCCF NO 2013062510

50' PIPELINE EASEMENT
EXXON PIPELINE COMPANY
FBCCF NO 9569890

REMAINDER OF 155+00
A CALLED 28.78 ACRES
TRACT 2
CCR TEXAS HOLDINGS LP
APRIL 12, 2012
FBCCF NO 2012038960

CROSS CREEK RANCH
WASTEWATER TREATMENT PLANT
PLAT NO 20070244 FBCPR

20' SANITARY SEWER ESMT.
FBCCF NO 2009050315

14' ESMT. FOR CERTAIN UTILITIES
& A 7.5' A.E. LOCATED ON THE EASTERLY SIDE
TO CNP ELECTRIC, CNP GAS, AT&T & COMCAST
FBCCF NO 2009056830

CALLED 45.21 ACRES
FBCMUD 169
FBCCF NO 2009060269

60' PIPELINE EASEMENT
SEAWAY PIPELINE INC.
VOL 876, PG 548, FBCCR
PHILLIPS NATURAL GAS COMPANY
VOL 1512, PG 11, FBCCR
VOL 1512, PG 13, FBCCR
VOL 1512, PG 15, FBCCR

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**PARCEL PLAT
SHOWING
PARCEL 3
TEXAS HERITAGE
PARKWAY
FORT BEND COUNTY
FEBRUARY, 2016**

PAGE 10 OF 10 SCALE: 1"=100'

DATE: 2/11/2019 2:36:04 PM FILE: x:\dist\trials\FPI\DF\ulstear_Pkwy_Preliminary_222206_Survey\04_Final\PARCEL\SPAR03_R2.dgn s:\out\ r:\stds\mircastation\pltdrv\windows_schematic_half.plt

EXHIBIT C

Description of Interim Detention Easement Site (Tract 3)

[To be provided upon completion]

EXECUTED to be effective as of the _____ day of _____, 2019.

GRANTOR:

GM EQUITY GROUP, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me this ____ day of _____ 2019, by _____ of GM Equity Group, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC, STATE OF TEXAS

AGREED to and ACCEPTED on this the _____ day of _____, 2019.

GRANTEE:

FORT BEND COUNTY, TEXAS, a body corporate
and politic under the laws of the State of Texas.

By: _____

K.P. George, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____,
2019 by K.P. George, County Judge of Fort Bend County, Texas, a body corporate and politic
under the laws of the State of Texas, on behalf of said body corporate and politic.

(SEAL)

Notary Public in and for the State of Texas

Attachments:

Exhibit A – Legal Description of the Property

After Recording Return to:
Fort Bend County Engineering
Attn: Bryan Norton
301 Jackson Street
Richmond, Texas 77469

EXHIBIT E
FORM SPECIAL WARRANTY DEED
(Texas Heritage Parkway ROW, Parcel 3: 17.34 Acres)

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 BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT **GM EQUITY GROUP, LLC**, a Texas limited liability company ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and for which no lien is retained, either express or implied, hereby GRANTS, SELLS, and CONVEYS unto **FORT BEND COUNTY, TEXAS**, a political subdivision of the State of Texas ("Grantee"), all of that certain tract or parcel of land in Fort Bend County, Texas, more particularly described in **Exhibit A** attached hereto, incorporated herein and made a part hereof for all purposes ("Property").

This conveyance is made by Grantor and accepted by Grantee subject to all easements, rights of way, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, leases, surface waivers, liens, encumbrances, and regulations or orders of municipal and/or other governmental authorities, appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent such matters are validly existing and affect the Property (collectively, "Permitted Encumbrances").

Grantor reserves all oil, gas, and other minerals in, on, or under the Property, but waives all right to use the surface of the Property for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Property by directional drilling or other means that does not interfere with or disturb the surface of the Property or the use of the Property for roadway purposes.

The Property is being conveyed to Grantee for the development and construction of the proposed Texas Heritage Parkway as a public limited access major thoroughfare ("Roadway"), with an esplanade, a multi-use trail, and related additional improvements. Accordingly, Grantor acknowledges and agrees that access to the Roadway across the property line between the Property and the remainder of Grantor's property adjacent to the Roadway to be constructed on the Property ("Remainder Property") shall be limited as follows:

- i. Driveways and access roads connecting the Remainder Property with the Roadway must be located (a) at least 650 feet (650') from edge of driveway to centerline of the nearest existing

intersections with public rights of way and roundabouts and (b) at least 350 feet (350') from edge of driveway to edge of driveway, from other driveways. Grantor agrees to coordinate access to the Roadway with owners of adjoining property, where commercially reasonable to do so, so as to minimize the number of access points between intersections with public rights of way.

- ii. No construction of any driveway, roadway, or other access to the Remainder Property shall be commenced until the plans and specifications therefore have been reviewed, solely for conformity with this Deed, and approved in writing by the Fort Bend County Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. Grantor acknowledges that, in connection with approval of any such plans and specifications, Fort Bend County may require acceleration and deceleration lanes in the vicinity of any proposed driveway, roadway, or other access point, which may require conveyance of additional property out of the Remainder Property.
- iii. The planned roundabout to be constructed on the Property is only designed to accommodate one connection with a public road to or from the western Remainder Property, as shown on **Exhibit B** attached hereto, incorporated herein and made a part hereof for all purposes. No additional public or private road will be allowed to connect from the roundabout to the eastern Remainder Property.

Grantor reserves a temporary easement ("Temporary Access Easement") over, upon, and across the Property for the purpose of non-exclusive pedestrian and vehicular ingress and egress to and from the Remainder Property. Once construction of the Roadway begins, the Temporary Access Easement shall automatically be reduced to a 120' wide easement, and a 132' wide easement at major intersections to accommodate turn lanes at such intersections, for the same purposes located at the proposed roundabout on the Property ("Reduced Temporary Access Easement"). The Reduced Temporary Access Easement shall automatically terminate upon the dedication of a public road right-of-way at the location of the Reduced Temporary Access Easement. At such time, the Reduced Temporary Access Easement shall automatically revert to Grantee and its successors or assigns, without the necessity of any further act on the part of Grantor or Grantee.

Grantor also reserves a non-exclusive easement ("Utility Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification, and operation of water, sewer, and drainage facilities, public or private utilities (including power, communication, and gas), and all related connections and appurtenances (collectively, "Utilities"), across, along, under, over, upon, and through the Property and entrance upon the Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantor or its successor or assignee of/to the Utility Easement may convey all or part of the Utility Easement to third parties. Notwithstanding the foregoing, (i) Grantor or its successor or assignee shall not enforce or exercise its rights under this Utility Easement in a manner that would unreasonably prejudice, interfere, or disturb the Roadway Improvements or use thereof and (ii) no overhead public utility poles, lines, equipment or other facilities may be constructed or placed on the Property, and all public utilities must be installed below ground.

Grantor reserves the right to construct all or a portion of the Roadway on the Property and to enter upon, across, and over the Property for all purposes related thereto and upon completion

of any portion of the Roadway to allow public access and use of the Roadway to and from the Remainder Property.

The covenants and agreements set forth in this instrument shall run with the land and shall inure to the benefit of and shall be binding upon Grantor, Grantee, the fee owners of adjoining real property, and their respective successors and assigns.

In the event that construction of the Roadway fails to begin on or before seven (7) years from the date of this deed, the rights in the Property granted by Grantor to Grantee shall automatically revert to and be owned by the Grantor and its successors, without the necessity of any further act on the part of the Grantor or Grantee, it being Grantor's intent to convey a fee simple determinable estate to Grantee by the Deed.

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

The Property and other rights conveyed hereunder are conveyed and accepted in "**AS IS, WHERE IS**" and "**WITH ALL FAULTS**" condition, and without any representation or warranty (except for the special warranty of title set forth herein), whether express or implied, on the part of Grantor or anyone purporting to represent Grantor, of any kind or nature whatsoever (including but not limited to any representation or warranty concerning hazardous substances, materials or contamination, or environmental, geophysical or legal status or condition), concerning the Property or such other rights. Grantee acknowledges that it is relying solely on its own inspections and evaluations in executing this instrument, and accepting the Property and such other rights, and agrees that Grantor (except as to said warranty of title) and its partners, and its and their respective affiliates, and the officers, directors, members, managers, employees, agents and representatives of any of the foregoing, shall have no liability or responsibility with respect to the Property or such other rights or matters (any such liability or responsibility – including without limitation strict liability or responsibility – of Grantor or such other persons or entities which would otherwise exist or arise under applicable law being hereby **WAIVED** and **RELEASED** by Grantor, to the greatest extent permitted by applicable law).

[Execution pages follow.]

EXECUTED this _____ day of _____, 201__.

GRANTOR:

GM EQUITY GROUP, LLC.,
a Texas limited liability company

By: _____
David B. Ginter, Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
201__, by David B. Ginter, Manager of GM Equity Group, LLC, a Texas limited liability company,
on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

AGREED TO AND ACCEPTED by Grantee this ____ day of _____,
2019.

K.P. George
County Judge, Fort Bend County, Texas

ATTEST:

Laura Richard
County Clerk, Fort Bend County, Texas

APPROVED AS TO FORM:

Assistant County Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2019, by
K.P. George, County Judge of Fort Bend County, Texas.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:
Exhibit A – Description of the Property

EXHIBIT F

FORM DRAINAGE AND DETENTION EASEMENT
(1.757 Acres)

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 BY THESE PRESENTS:
COUNTY OF _____ §

That **GM Equity Group, LLC**, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, SOLD, AND CONVEYED** and by these presents does **GRANT, SELL, AND CONVEY** unto **Fort Bend County, Texas**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way ("Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of drainage and detention facilities and all related connections and appurtenances (collectively, "Facilities"), as Grantee may from time to time require, across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 1.757 acres, and more particularly described and shown on **Exhibit A** attached hereto and made a part hereof ("Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Tract which unreasonably interfere with or restrict the full and complete use and enjoyment of the Easement by Grantee for the purposes set forth herein, and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted.

Grantor expressly reserves the right to the use and enjoyment of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the Easement Tract shall not unreasonably interfere with or restrict the full and complete use and enjoyment of the Easement by Grantee for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor, and Grantor's successors and assigns, shall not, without the prior written consent of Grantee (which consent shall not be unreasonably withheld, conditioned or delayed), do any of the following in a manner which unreasonably interferes with or unreasonably restricts the full and complete use and enjoyment of the Easement by Grantee for the purposes set forth herein: (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, surface improvements or other obstructions, whether temporary or permanent, or plant or locate any trees or shrubs on the

Easement Tract; (ii) install or permit the installation of pipelines or underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that unreasonably obstructs, restricts, or interferes with Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee, its successors or assigns, at the expense of Grantor, its successors and assigns, shall have the right to prevent or remove such obstruction without obligation to restore the same or any liability to Grantor or Grantor's successors and assigns.

Grantee shall give written notice to Grantor at least thirty (30) days prior to commencement of construction of the Facilities. Grantor shall have the right to coordinate with Grantee to oversize the Facilities to accommodate drainage and/or detention for development on Grantor's remainder tract. No construction of any such shared Facilities shall be commenced until the plans and specifications therefor have been reviewed and approved in writing by the engineer for Texas Heritage Parkway Improvement District.

Grantor shall be entitled, at Grantor's sole cost and expense, to relocate, replace, expand, reshape, or otherwise modify the Facilities, so long as such relocated, replaced, expanded, reshaped, or otherwise modified Facilities (i) can accommodate the same or more drainage and detention as the original Facilities, (ii) will be constructed in accordance with plans approved by Fort Bend County Drainage District.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, or other minerals from and under the Easement Tract by directional drilling or other means that does not unreasonably interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, conditions, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests, leases, surface waivers, and regulations and orders of governmental authorities, affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent the same are in effect and validly enforceable against the Easement Tract ("Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

Grantee shall have the sole responsibility for maintaining and repairing the Facilities in a manner that assures the proper function of the Facilities for the purpose granted herein.

Except for the express written terms and provisions set forth in this instrument, Grantor acknowledges and agrees that neither Grantee, nor any of its agents or representatives, has made any representations, agreements, inducements or statements to Grantor to induce Grantor into granting this Easement or executing this instrument. This instrument constitutes the entire agreement between

Grantor and Grantee concerning its subject matter, and supersedes any and all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.

In the event that construction of the Facilities fails to begin on or before seven (7) years from the date of this easement, the rights in the Easement granted by Grantor to Grantee shall automatically revert to and be owned by the Grantor and its successors, without the necessity of any further act on the part of the Grantor or Grantee, it being Grantor's intent to convey a reversionary right by Grantor to the Easement.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto said Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor (but not otherwise), subject however to the Permitted Encumbrances.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

Neither party's failure to insist on strict performance in any part of this instrument shall be construed as a waiver of the performance in any other instance.

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

Grantee's address is Fort Bend County, Texas, Attn: County Judge, 401 Jackson Street, 1st Floor, Richmond, Texas 77469.

The Easement to the Easement Tract and other rights conveyed to Grantee hereunder are accepted in "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), whether express or implied, on the part of Grantor or anyone purporting to represent Grantor, of any kind or nature whatsoever (including but not limited to any representation or warranty as to hazardous materials, substances or contamination, or environmental, geophysical or legal condition or status), concerning the Easement, or the Easement Tract or such other rights. Grantee acknowledges that it is relying solely on its own inspections and evaluations in executing this instrument, and accepting the Easement to the Easement Tract and other rights conveyed to Grantee hereunder, and agrees that Grantor (except as to said warranty of title) and its partners, and its and their respective affiliates, and the officers, directors, members, managers, employees, agents and representatives of any of the foregoing, shall have no liability or responsibility with respect to the Easement, Easement Tract or such other rights or matters (any such liability or responsibility – including without limitation strict liability or responsibility – of Grantor or such other persons or entities which would otherwise exist or arise under applicable law being hereby **WAIVED** and **RELEASED** by Grantee, to the maximum extent permitted by applicable law).

EXECUTED this _____ day of _____, 2019.

GRANTOR:

GM EQUITY GROUP, LLC.,
a Texas limited liability company

By: _____
David B. Ginter, Manager

THE STATE OF TEXAS §

COUNTY OF _____ §
 §

This instrument was acknowledged before me on the _____ day of _____, 2019, by David B. Ginter, Manager of GM Equity Group, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

ACKNOWLEDGED AND ACCEPTED by Grantee this ____ day of _____, 2019.

FORT BEND COUNTY, TEXAS

By: _____
K.P. George
County Judge, Fort Bend County,
Texas

ATTEST:

Laura Richard
County Clerk, Fort Bend County, Texas

APPROVED AS TO FORM:

Assistant County Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2019, by K..P. George, County Judge of Fort Bend County, Texas.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:
Exhibit A – Description and Sketch of Easement Tract
Consent of Lienholder (Prosperity Bank)

After recording, please return to:
Tara Miles
The Muller Law Group
202 Century Square Blvd
Sugar Land, Texas 77478

CONSENT OF LIENHOLDER

Prosperity Bank, being the owner and holder of certain liens or other security interests (“Security Interests”), against the real property described and shown on **Exhibit A** attached hereto (“Easement Tract”), hereby:

- a. Consents to the conveyance of the Drainage and Detention Easement to Fort Bend County, Texas (“County”) across, along, under, over, upon, and through the Easement Tract;
- b. Subordinates all of its Security Interests (including, without limitation, all extensions of the Security Interests and modification agreements thereto) that encumber the Easement Tract, to the rights and interests created under the Drainage and Detention Easement; and
- c. Acknowledges and agrees that a foreclosure of its Security Interests shall not extinguish the rights, obligations, and interests of the County created under the Drainage and Detention Easement.

Executed and effective as of the ____ day of _____, 2019.

PROSPERITY BANK

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, _____ of Prosperity Bank, a _____, on behalf of said bank.

(NOTARY SEAL)

Notary Public, State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GM Equity Group, LLC
Katy, TX United States

Certificate Number:
2019-502555

Date Filed:
06/10/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
06/25/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4844-7246-2723
Land for Texas Heritage Parkway, Fort Bend County library site, and related detention

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ginter Family Investments, Ltd.	Katy, TX United States	X	
	Morales, Eduardo	Katy, TX United States	X	X
	Krenek, Edward	Katy, TX United States		X
	Krenek Law Offices, PLLC	Katy, TX United States		X
	Ginter, Glen	Katy, TX United States	X	X
	Ginter, Christopher	Katy, TX United States	X	X
	Ginter, David	Katy, TX United States	X	X
	GM Equity Group, LLC	Katy, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)