

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT
 (FM 359 Realignment)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (hereinafter referred to as "the County"), a body politic acting herein by and through its Commissioners' Court and JDS Nursery Tract LLC, a Texas limited liability company, (hereinafter referred to as "Owner"), a company authorized to conduct business in the State of Texas. The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Owner proposes to develop multiple subdivisions of 200 acres of land situated in the John Foster 2-1/2 League Survey, Abstract No. 26, and 231.53 acres of land situated in the John Foster 2-1/2 League Survey, Abstract No. 26, in Fort Bend County, Texas (the "Owner Property"); and

WHEREAS, FM 359 is a state-maintained roadway and adjacent to the Owner Property and the County has entered into a Letter of Understanding with the State (MOA FM 359 – CS-19-MOA-35730) attached as Exhibit A; and

WHEREAS, Owner and County desire to enter into this Development Agreement to memorialize the terms in which the Owner will dedicate a portion of its Owner Property within a subdivision plat to be submitted for approval of the County, and contribute to funding future improvements to FM 359, if certain conditions are met.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the County and Owner agree as follows:

1. Owner's Responsibilities. The Owner agrees to perform the following:
 - (a) Perform a Drainage Study for review and approval by the County and the Texas Department of Transportation ("TxDOT"). The Drainage Study will cover the proposed improvements within the area extending from FM 359 at 3000 feet south of FM 1093 to 4000 feet south of Fulshear Gaston Road (the "Project"), which will also be used to determine conveyance for areas north of the Project and detention needs within the Project limits. The Project will also include outfall locations for the FM 359 drainage and existing conveyance needs.
 - (b) Perform Environmental studies for review and approval by the County and TxDOT for the Project.
 - (c) Develop Plans, Specifications, and Estimates (PS&E) package for the Project for review and approval by the County and TxDOT for review and approval.
 - (d) Dedicate a portion of its Owner Property ("New FM 359 ROW") to Fort Bend County for right of way purposes to accommodate the future realignment of FM

359 to include the right of way (“ROW”) and easements determined by the approved PS&E and the County’s Regulation of Subdivisions. Owner’s dedication of the New FM 359 ROW must be conveyed in compliance with requirements of the TxDOT.

- (e) Construct a two-lane asphalt road with shoulders and open-ditch drainage meeting TxDOT standards within the New FM 359 ROW to serve as the newly realigned portion of FM 359 (collectively, the “New Highway”). Further, Owner will provide all of the necessary resources, including but not limited to construction inspection, materials testing, and daily construction logs, to complete the New Highway for acceptance by TxDOT.
- (f) Provide detention for ultimate 6-lane roadway and associated improvements for the Project within the Owner Property as well as conveyance for TxDOT as determined in the Drainage Study.
- (g) Owner shall dedicate the landscape easements or reserves along New FM 359 per MOA FM 359 – CS-19-MOA-35730 when TxDOT widens FM 359 to the ultimate configuration at no cost the County. The Owner is prohibited from conveying its interest in the landscape easements and reserves to another entity such as a municipal utility district or home owners association that requires a vote of the general membership to dedicate the easements or reserves to the County or TxDOT. Such further conveyance, if necessary, must be done at no cost to the County or TxDOT.
- (h) In the event that it is determined the County owes funds to TxDOT on the ROW exchange, Owner shall contribute these funds to the County.
- (i) Dedicate a portion of its Owner Property, to be determined upon completion of the design of the Project, to the “Public” for right of way purposes to accommodate the future improvements to Fulshear Gaston Road to include a minimum right of way width of one hundred feet (100’) increasing up to one hundred thirty-two feet (132’) in width within five hundred linear feet (500 LF) of the intersection with the New Highway at no cost to the County. Ultimate right-of-way requirements will be developed during design but, in general, the proposed right-of-way will be split evenly on the north and south side of Fulshear Gaston Road except through the limits of Covey Trails, where all the right-of-way shall be dedicated by the Owner. Owner is not responsible for any costs associated with construction of Fulshear Gaston Road except for ROW dedication.
- (j) Present subdivision plats to the County to develop the Property in sections in accordance with the County’s Regulation of Subdivisions:
 - (I) Prior to submitting its initial subdivision plat to develop any portion of Owner Property, Owner shall provide a Traffic Impact Analysis (TIA) for their overall development to the County;

- (II) The TIA will be the basis for creation of future Development Agreements that will outline phasing and construction of the New Highway Improvements and other improvements associated with the development.

2. County's Responsibilities. In exchange for Owner's commitment to perform as stated in section above, the County agrees perform the following:

(a) Acquire the portion of existing FM 359 right of way located south from Fulshear Gaston Road to the connection with the New FM 359 ROW and convey that property no longer needed for roadways to the Owner; and

(b) Present the proposed subdivision plats meeting the requirements of the Fort Bend County Regulation of Subdivisions to Commissioners Court for consideration and approval. County agrees Owner may submit plat applications to develop up to twenty percent (20%) of the proposed residential lots with a minimum area of 4,750 square feet, subject to Owner providing, or causing to be provided, a public sanitary sewer system to serve the Owner Property.

(c) Construct future widening of Fulshear Gaston Road from Reece Lake Drive to FM 359 at the proposed new location.

(d) Fund traffic signal installation at the intersections of New FM 359 and future Fulshear Gaston Road, New FM 359 and JDS Nursery Tract LLC main entrance, and Fulshear Gaston Road at JDS Nursery Tract LLC main entrance, if warranted.

3. Disclaimer/Waiver of Damages/Liability

(a) Owner acknowledges and agrees that County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee, representation and/or warranty, of any work performed by County, or their agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of any roadway, in whole or in part.

(b) Owner acknowledges and agrees that County shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or Owner Property, resulting, in whole or in part, directly or indirectly, from County's failure to complete its responsibilities stated herein by any certain date and/or as set forth in this Agreement.

(c) Owner hereby releases County, its officers, agents, representatives and employees, from and against, and waives any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), it/they may have with regard to the construction and/or completion of any roadway subject to this Agreement and/or any other act and/or omission relating, directly or indirectly, to the construction and/or completion of any roadway subject to this Agreement, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, the negligence, breach of this Agreement or willful misconduct of County or its authorized officers, agents, representatives or employees

4. PARTIES' ACKNOWLEDGEMENT OF COUNTY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND

REGULATIONS/OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) OWNER ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION MADE BY OWNER TO COUNTY, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A:

- (I) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (II) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS IT EXISTS OR MAY BE AMENDED;**
- (III) NUISANCE; AND/OR**
- (IV) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.**

(b) OWNER RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(c) OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(d) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the development of Owner Property only. Further, this Agreement does not waive or limit any of the obligations of Owner to County under any other order whether now existing or in the future arising.

6. Default. In the event Owner fails to comply with any of the provisions of this Agreement within sixty (60) business days after Owner's receipt of written notice thereof from County, County shall have the following remedies in addition to County's other rights and remedies, at law or in equity:

- (a) to refuse to accept any portion of any public improvements on the Owner Property and/or associated with the development of the Owner Property; and/or
- (b) to refuse to finally accept the Owner Property and/or any portion thereof; and/or
- (c) to seek specific enforcement of this Agreement.

In the event of County's default under this Agreement, Owner will be entitled to seek any remedy available to them at law or in equity.

7. Miscellaneous.

(a) Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to County, to:

Fort Bend County Engineering
Attention: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to:

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

If to Owner, to:

JDS Nursery Tract, LLC
Attention: Michael Cox
5005 Riverway Dr., Suite 500
Houston, TX 77056

(b) Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

(d) Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

(f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(o) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of County and the Owner and/or its authorized representatives.

(p) Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to County under this Agreement shall be considered to have been relied upon by County and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by County or on County's behalf.

(q) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 2 and 3 herein are conspicuous, and the parties have read and understood the same.

(r) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executed by County.

FORT BEND COUNTY:



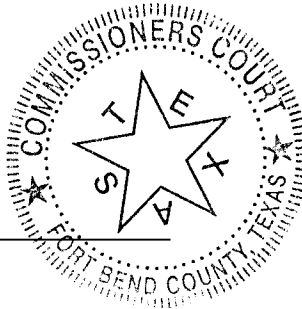
KP George, County Judge

9-24-2019
Date

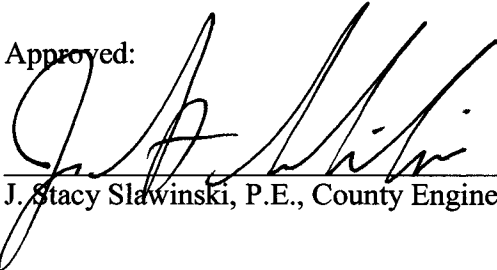
Attest:



Laura Richard, County Clerk



Approved:



J. Stacy Slawinski, P.E., County Engineer

Approved as to legal form:

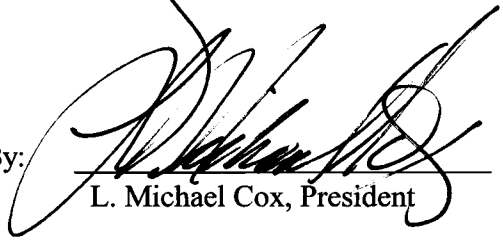


Marcus D. Spencer, First Assistant County Attorney

OWNER:

JDS Nursery Tract, LLC, a texas limited liability company

By:

A large, stylized handwritten signature in black ink, appearing to read 'L. Michael Cox', is written over a horizontal line.

L. Michael Cox, President

EXHIBIT A



MEMO

June 20, 2019

To: Kyle Madsen
Division Director
Right of Way Division, TxDOT

DocuSigned by:
Darby Venza, *Darby F. Venza*
Managing Attorney
Right of Way Division, TxDOT

From: Tory Vonder Haar, Attorney *Victoria Vonderhaar*
Right of Way Division - Houston District

Subject: MOA FM 359 - CS-19-MOA-35730
County: Fort Bend
Highway: FM 359
ROW CSJ: 0543-02-078

Attached is a Letter of Understanding with all referenced exhibits concerning the above-designated road. I am submitting this letter for your signature. This agreement was negotiated with the Houston District and the new alignment will be in the best interest of the traveling public. The agreement is either revenue positive or neutral, but under no circumstances outlined in the agreement will the agreement be revenue negative.

Please let me know if you have questions or require further documentation.

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer



P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

June 20, 2019

County: Fort Bend
District: Houston
Highway No.: FM 359
CSJ 0543-02-078

Honorable KP George
Fort Bend County
301 Jackson Street
Richmond, TX 77469

Dear Judge KP George,

Our negotiations for an exchange of highway right of way, easements, and the future transfer of abandoned highway right of way and easement has progressed to the point that it is thought to be in the best interest of both Fort Bend County ("County") and the Texas Department of Transportation ("TxDOT") that we commit to writing our mutual understanding.

It is hereby agreed and understood that:

Phase 1: Transfer of Easements: Fort Bend County and TxDOT agree to exchange TxDOT's easements as show in Ex. A (Vol 243 Page 139) for Fort Bend County Drainage District's easement as shown in Ex. B (Vol.897 Page 235). Both easements are depicted in the attached Ex. C. TxDOT makes no warranty as to the state or quality of the title of the easement in Ex. A.

Phase 2: Building the Alternate Alignment and Acquiring the ROW for the Ultimate Alignment: Fort Bend County will build, at its own expense, an alternate alignment of FM 359 consisting of an interim two-lane, asphalt roadway as shown in Exhibit D and provide adequate drainage for the ultimate design of FM 359 within project limits (approximately 3000 feet south of FM 1093 to 4000 feet south of Fulshear Gaston Road). The County further agrees to acquire right of way in fee for the ultimate and final alignment of FM 359 as shown in Exhibit D. Fort Bend County will facilitate the Technical Reports for a Categorical Exclusion for the roadway realignment for review and approval by TxDOT. Fort Bend County agrees to facilitate a Drainage Study for FM 359 from 3000 feet south of FM 1093 to 4000 feet south of Fulshear Gaston Road to determine conveyance for areas

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer

MOA FM 359 - CS-19-MOA-35730

June 20, 2019

north of the project and detention needs within the project limits. The project will also provide outfall locations for the FM 359 drainage and existing conveyance needs. The CSJ 0543-02-078 has been established for this segment of FM 359. Before construction of the new interim alignment, completed plans, including the drainage plan for the ultimate design, will be submitted to TxDOT for review and approval. TxDOT's approval shall not be unreasonably withheld and when approved the plans will be made a part hereof in all respects. TxDOT shall approve or disapprove the completed plans within 90 days of submission of the completed plans or execution of this agreement, whichever is latest. Construction shall not commence until plans have been approved by TxDOT. Please note all right of way acquired needs to be acquired in fee simple with title sufficient to comply with TxDOT's standards and in accordance with the Uniform Act. Fort Bend County shall meet the set back requirements for all development along the ultimate alignment when acquiring the right of way. After punch list items have been completed, the interim roadway can be opened to traffic and the existing FM 359 roadway permanently closed to traffic and the old FM 359 pavement may be obliterated.

Phase 3 – Exchange New FM 359 for the Old FM 359 with Drainage Easement: TxDOT will take the new interim alignment of FM 359 onto the State's system and then TxDOT will convey the old alignment and drainage easement previously acquired in Phase 1 as shown in Ex. B and Ex. D approximately 10.92 acres to the County in exchange for the new interim alignment of approximately 11.61 acres being conveyed to TxDOT. TxDOT makes no warranty as to the state or quality of the title it owns in the "old" alignment of FM 359 or the drainage easement. The interests in each tract of land owned by the County and TxDOT will be appraised after construction is complete.

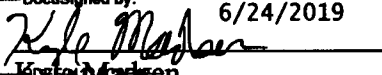
General Provisions:

If the value of any of the County's land or easement is of greater value than TxDOT's interest in the land or easement, the County will donate the difference. If the value of the TxDOT's land/easement is of greater value than the County's land, then the County agrees to acquire the TxDOT's land/easement through its statutory disposal procedures. It is acknowledged that these transactions will be revenue positive or neutral for TxDOT and under no circumstances will these transactions be revenue negative for TxDOT. Finally, please note the above referenced transactions are subject to the statutory constraints and approvals from the Texas Transportation Commission, Office of Attorney General, and the Governor.

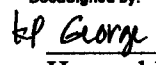
MOA FM 359 - CS-19-MOA-35730

June 20, 2019

Sincerely,

DocuSigned by: 6/24/2019

Kyle Madison
Right of Way Division Director
Texas Department of Transportation

Agreed as to Form and Substance:

DocuSigned by: 7/8/2019

Honorable KP George
Fort Bend County Judge

It is specifically understood that the State and its assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, caliche or any other materials or minerals upon, in and under said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

And it is further agreed that in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

To HAVE AND TO HOLD unto the said State of Texas as aforesaid for the purposes aforesaid the premises above described.

Witness my hand this the 27 day of February, A. D. 1947.

Mason Briscoe

THE STATE OF TEXAS)
COUNTY OF FORT BEND)

Before me, Alvin E. Foerster, a Notary Public in and for said County and State, on this day personally appeared Mason Briscoe, known to me (or proved to me on the oath of _____ a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 27 day of February, 1947.

Alvin E. Foerster, Notary Public in and for
Fort Bend County, Texas

(L.S.)

Filed for record March 6, 1947, at 2:00 o'clock P.M.

Recorded March 24, 1947, at 9:15 o'clock A.M.

Ella Maeck, Clerk County Court
Fort Bend County, Texas

BY Paul Platte DEPUTY

Mason Briscoe, et al

To # 54279

Right-of-Way Easement

Dated - February 27, 1947

The State of Texas

STATE OF TEXAS)

COUNTY OF FORT BEND)

KNOW ALL MEN BY THESE PRESENTS: THAT Mason Briscoe and A. C. Briscoe of Richmond, Texas, Route 2, in consideration of the sum of One Hundred Thirteen and 60/100 (\$113.60) Dollars and other good and valuable consideration in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the State of Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Fort Bend County, Texas, owned by _____, and being subject to:

(IMPORTANT NOTE: If no liens, easements or leases exist, insert the word, "None.")

lien(s) held by _____ (Name) (Address) easement(s) held by _____ (Name) (Address)

lease(s) held by _____ (Name) (Address)

and being particularly described as follows, to-wit:

For the purpose of excavating, opening and maintaining drainage channels and being particularly described as follows:

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COMPARED

Tract No. 1:- A part of a tract of land containing 2½ leagues and originally granted to John Foster (Abstract No.26), being a strip of land 36 feet wide and 1115 feet long out of tract No. 3 of the original subdivision of said John Foster survey and out of a 500 acre tract belonging to Mason Eriscoe and A. C. Eriscoe, being a strip of land 36 feet wide, 18 feet on each side of the survey line described as follows:

Beginning at a point which is opposite to and perpendicularly distant 40 feet from the center-line of the new location of the highway from Fulshear to Richmond at Survey Station 211 / 13, said point being westerly 1447 feet, and southerly 40 feet from the N.E. corner of above mentioned 500 acre tract of land;

Thence S18°30' W a distance of 1115 feet to a point.

The above described tract of land contains 0.92 acres.

Tract No. 2:- A part of a tract of land containing 2½ leagues and originally granted to John Foster (Abstract No. 26), being a strip of land 35 feet wide and approximately 2046 feet long out of Tract No. 3 of the original subdivision of said John Foster survey and out of a 500 acre tract belonging to Mason Eriscoe and A. C. Eriscoe, being a strip of land 35 feet wide, 17½ feet on each side of the center-line described as follows:

Beginning at a point which is opposite to and perpendicularly distant 40 feet from the center-line of the new location of the highway from Fulshear to Richmond at survey Station 228 / 80, said point being southerly 540.7 feet and westerly 40.0 feet from the N.E. corner of the above mentioned 500 acre tract of land;

Thence S89°05' W a distance of 5.0 feet;

Thence S65°00' W a distance of 618.0 feet;

Thence S34°30' W a distance of 281.5 feet;

Thence S3°30' W a distance of 228.5 feet;

Thence S20°45' W a distance of 631.5 feet;

Thence S82°15' W a distance of 281.5 feet to a point.

The above described tract of land contains 1.64 acres.

Tract No. 3:- A part of a tract of land containing 2½ leagues and originally granted to John Foster (Abstract No. 26), being a strip of land 34 feet wide and approximately 354 feet long out of Tract No. 3 of the original subdivision of said John Foster Survey and out of a 500 acre tract belonging to Mason Eriscoe and A. C. Eriscoe, being a strip of land 34 feet wide, 17 feet on each side of the survey line described as follows:

Beginning at a point which is opposite to and perpendicularly distant 40 feet from the center-line of the new location of the highway from Fulshear to Richmond at Survey Station 259 / 70.5, said point being southerly 3631.2 feet and westerly 40.0 feet from the N. E. corner of above mentioned 500 acre tract of land;

Thence S89°05' W a distance of 45.0 feet;

Thence N74°45' W a distance of 309.0 feet to a point.

The above described tract of land contains 0.28 acres.

For the purpose of opening, constructing and maintaining a permanent in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to the said highway, or any part thereof.

It is specifically understood that the State and its assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, caliche or any other materials or minerals upon, in and under

said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

And it is further agreed that in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

TO HAVE AND TO HOLD unto the said State of Texas as aforesaid for the purposes aforesaid the premises above described.

Witness our hands this the 27 day of February, A. D. 1947.

Mason Briscoe
Andrew Briscoe

THE STATE OF TEXAS)
COUNTY OF FORT BEND)

Before me, Alvin E. Foerster, a Notary Public in and for said County and State, on this day personally appeared Mason Briscoe and Andrew Briscoe, known to me (or proved to me on the oath of _____, a credible witness) to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 27 day of February, 1947.

Alvin E. Foerster, Notary Public in and for
Fort Bend County, Texas

(L.S.)

Filed for record March 6, 1947, at 2:00 o'clock P.M.

Recorded March 24, 1947, at 10:10 o'clock A.M.

Ella Macek, Clerk County Court
Fort Bend County, Texas

BY Paul Platte DEPUTY

Jennie V. Caldwell, et vir

To # 54280

Right-of-Way Easement

Dated - December 30, 1946

The State of Texas

STATE OF TEXAS)

COUNTY OF FORT BEND)

KNOW ALL MEN BY THESE PRESENTS: THAT Jennie V. & Wilbur Caldwell

of Fort Bend County, Texas, in consideration of the sum of Eleven Dollars and other good and valuable consideration in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the State of Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Fort Bend County, Texas, owned by us, and being subject to:

(IMPORTANT NOTE: If no liens, easements or leases exist, insert the word, "None.")

lien(s) held by None Easement(s) held by _____
(Name) (Address) (Name) (Address)

lease(s) held by _____
(Name) (Address)

and being particularly described as follows, to-wit:

A part of a league of land originally granted to John Foster, Abstract No. 26, and being a part of Jennie V. & Wilbur Caldwell 51 acre tract, and lying along the Easterly side of and adjacent to the center of the Fulshear-Richmond Road, and being described more particularly as follows:

MINI-COPY PRINTING - ROSENBERG, TEXAS

n/c COMPARED DEED
 14004 897 PAGE 255
FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

CECIL H. SHIRAR

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement of an aggregate width of 40 feet, ~~being XXXXXXXXXXXX feet, extending at right angles, on each side of the following line and course across said land, to-wit:~~ across the Hines Wholesale Nurseries, Inc. 200-acre tract in the John Foster 2 1/2 League Grant, Abstract 26 in Fort Bend County.

For Connection begin at the Southeast corner of said Hines Wholesale Nurseries, Inc. 200 Acre Tract; THENCE, South 89° 46' 10" West, 20 feet to the Southeast corner of and Place of Beginning for this Tract;

THENCE, South 89° 46' 10" West, 1133.75 feet to the center line of Flewellen Ditch for the Southwest corner of this Tract;

THENCE, North 0° 13' 50" West, 40.0 feet to corner;

THENCE, North 89° 46' 10" East, 1093.75 feet to corner;

THENCE, North 0° 13' 50" West, 2823.5 feet to corner;

THENCE, North 89° 46' 10" East, 60.0 feet to corner;

THENCE, South 0° 13' 50" East, 40.0 feet to corner;

THENCE, South 89° 46' 10" West, 20 feet to corner;

THENCE, South 0° 13' 50" East, 2823.5 feet along the West line of a 20 foot telephone easement to the Place of Beginning and containing a 40 foot wide drainage easement, as shown on the attached plat.

DEED

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The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

Grantor also expressly reserves the right to use the land described herein for road and passageway purposes and for growing plant materials, provided those uses do not unreasonably interfere with the rights herein granted to the District.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 1ST day of May, A. D. 1980

Cecil H. Shivers

DEED

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THE STATE OF TEXAS

COUNTY OF Fort Bend

BEFORE ME Helen Adams

Fort Bend, in and for County, Texas, on this day personally appeared Cecil H. Shivers

known to me to be the person whose name _____ subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 1st day of May

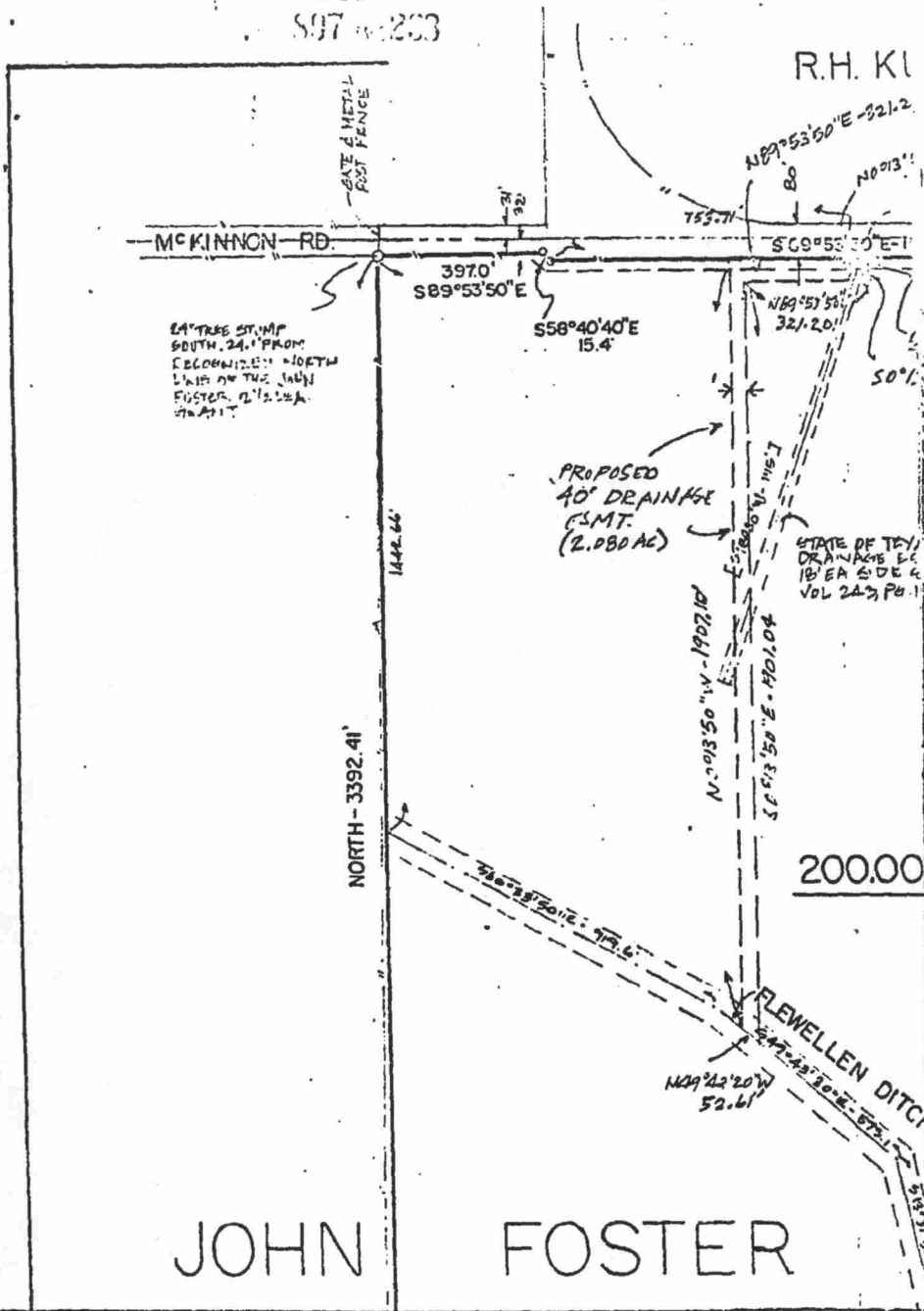
A. D. 1980
(L. S.)

Helen Adams

*JB C. D. D
PO Box 1048
Klein, Tex. 77471*

B223
S97-253

R.H. KI



EAST TREE STAMP
SOUTH 24.1' FROM
ECCOMWILSON NORTH
LINE OF THE JOHN
FOSTER, 2.15.25A.
7/1/17

PROPOSED
40' DRAINAGE
EASMT.
(2.080 AC)

STATE OF TEXAS
DRAINAGE EC
18' EA SIDE E
VOL 24-3, PH 1

DEED
937 FILE 239

H. KUYKENDALL SUR.

AB. 274

10°13'50"W-20'

0°E-1858.4'-STATE FARM MKT. RD. - NO. 359

GASTON RD.

906.69'
UNDERGROUND TELEPHONE
CABLE W, DN & ALONG R.O.D. W
SOUTHWESTERN BELL
TELE. CO. 20' EASEMT.
50°13'50"E-600'
A: 89-40-08-08
R: 480-08-08
T: 752
CHS 85-380E
T. 478.11

OF TEXAS
VAC. EASEMT.
E. SIDE E-TRACT 1.
43 PG. 139, DC.

STATE OF TEXAS
DRAINAGE EASEMT.
17 1/2' EA. SIDE W
55' WIDE
TRACT 2
VOL. 243, PG. 139, DC.

3.00 ACRES

N DITCH

2-1/2

LEAGUE GF

Fort Bend Co. Drainage Dist.
60' Easement - 40' Ea. Side E.
Vol. 253, Pg. 255, DC.

SOUTHWESTERN BELL TELEPHONE CO.
20' EASEMENT - OCT. 15, 1964
11/10/03/50 "W-2-E-23.5

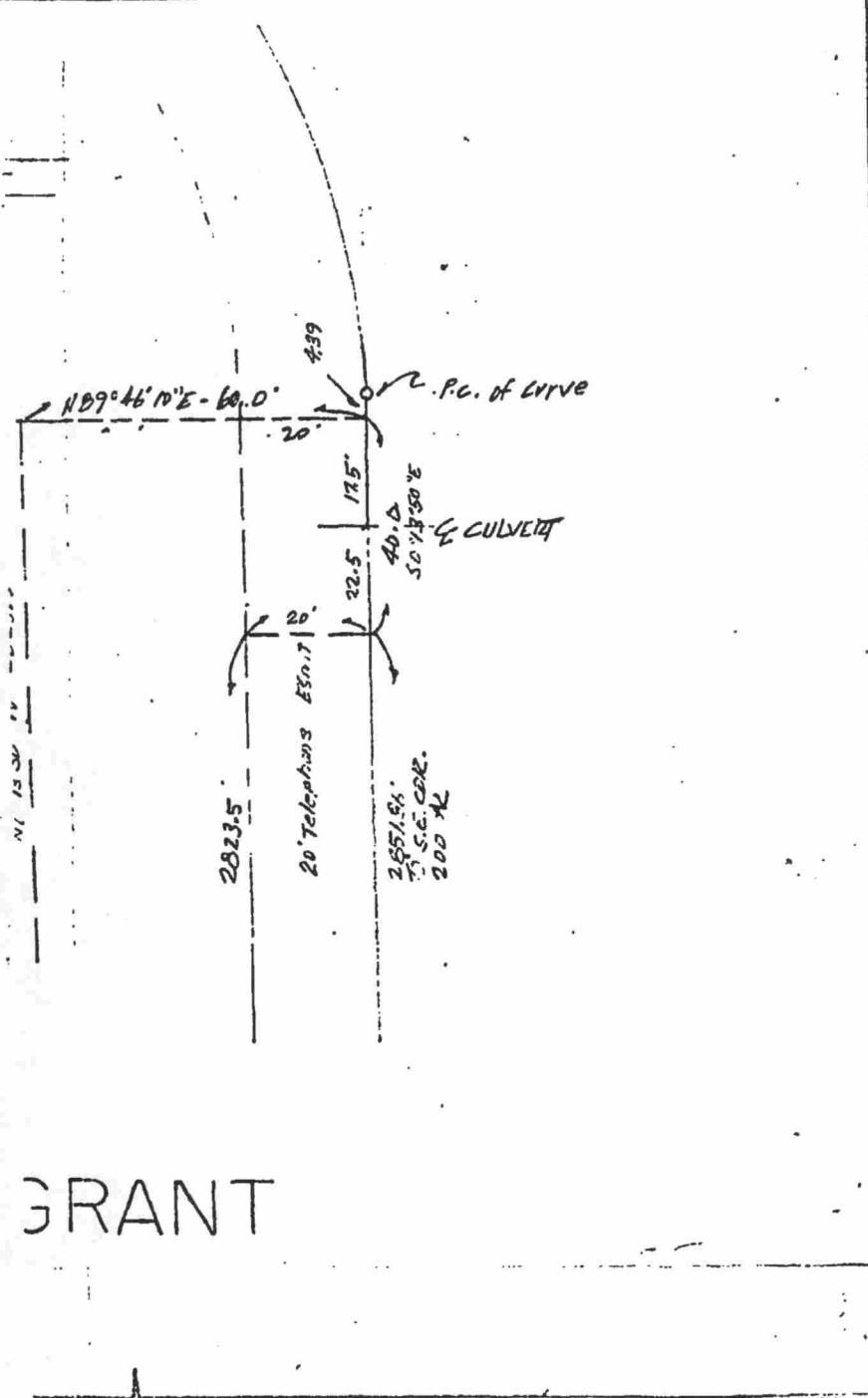
STATE FARM MKT. NO. 359

50°13'50"E-2891.25'

N 13°50' W-2823.5'

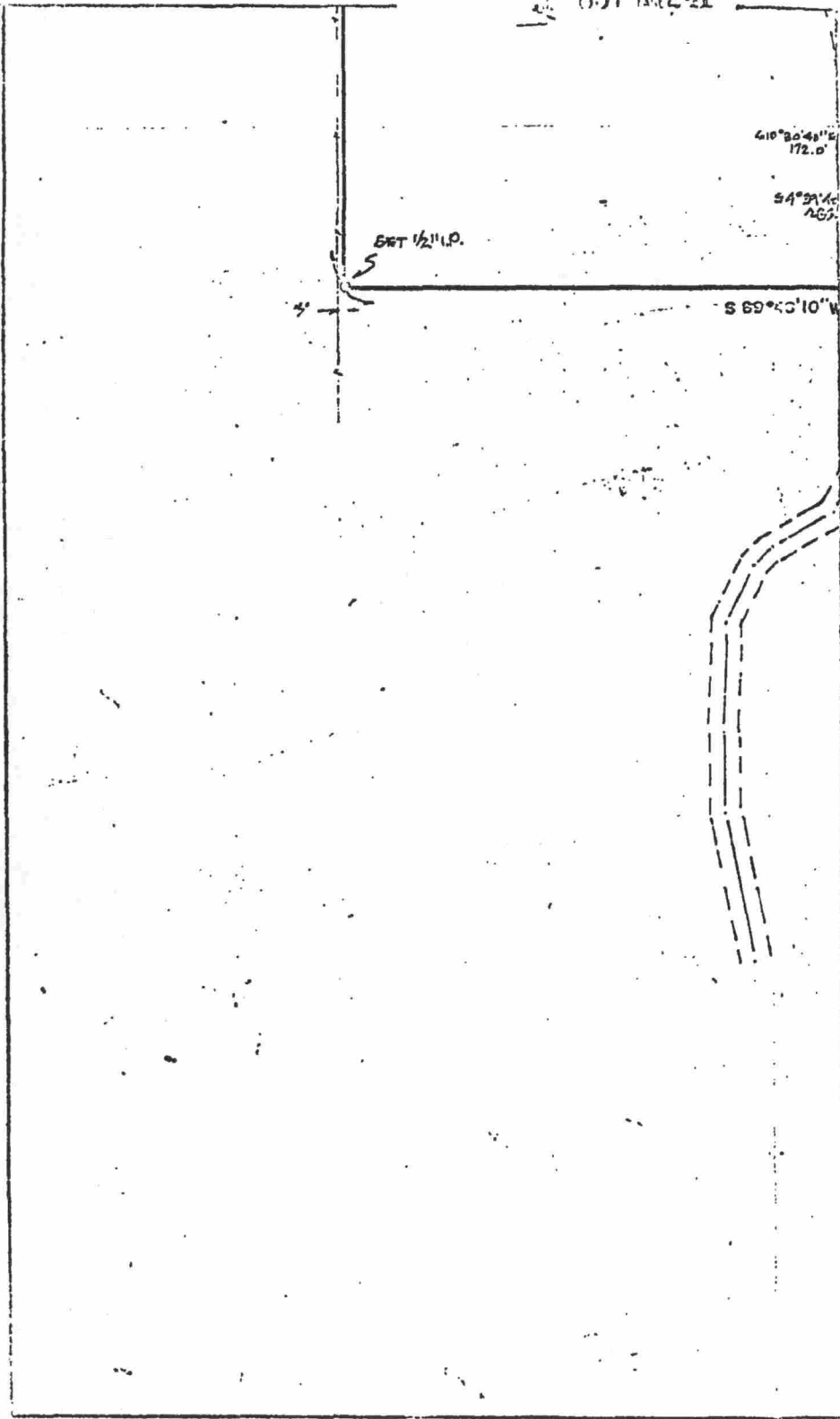
DETAIL

DEED
597-257

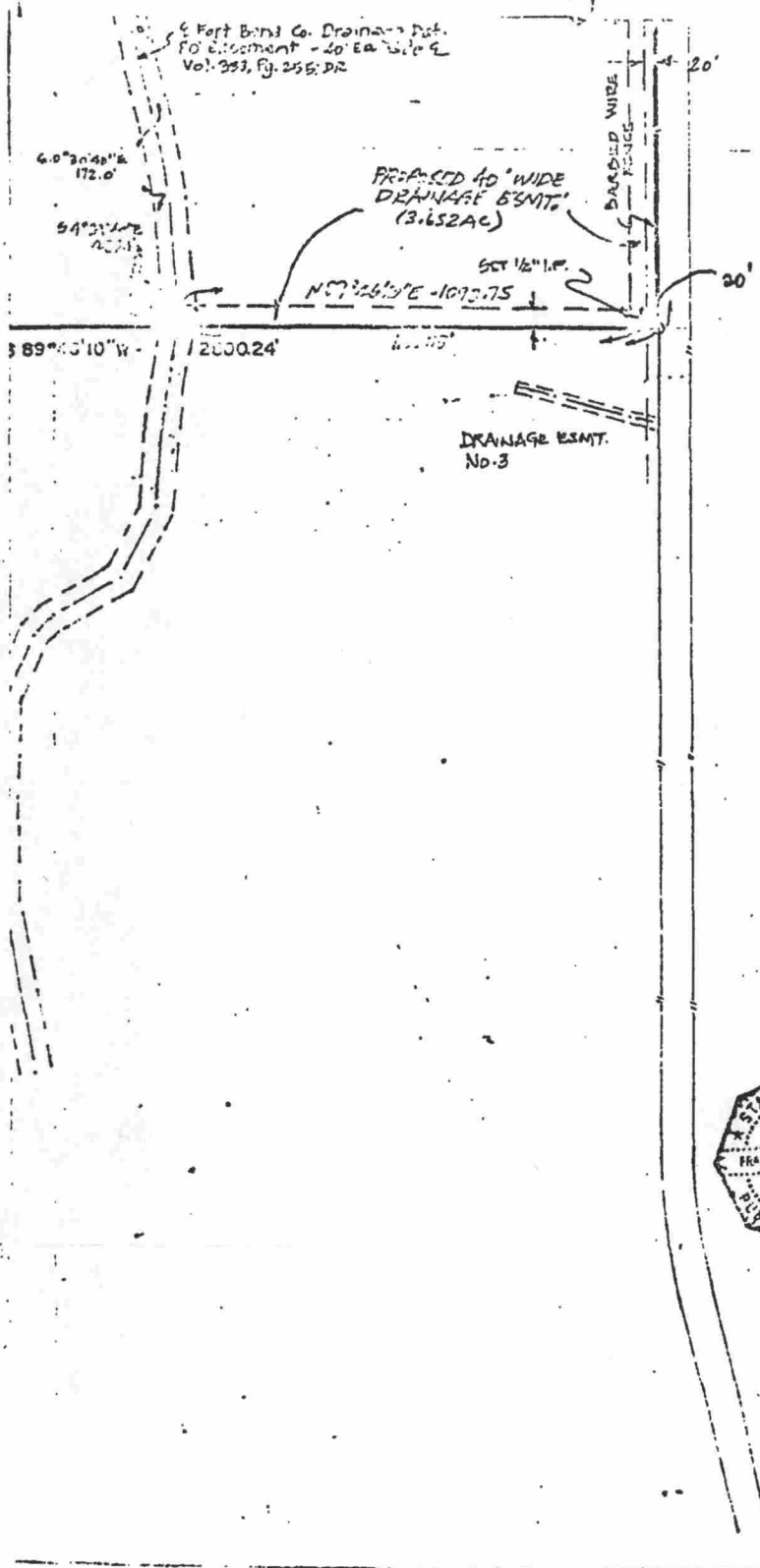


GRANT

DEED
897 PAR 241



DEED
807 and 202



PLAT
OF L
512.3
2-1/2



TO ALL PARTIES

THE UNDERSIGNED has made on this day of _____ correct and accurate accounts has been made

Dated this _____ day of _____

DRAINAGE REVISED D

DEED

857 PAGE 243

SCALE 1"=300'

PLAT SHOWING SURVEY OF 200.00 ACRES
OF LAND OFF OF THE NORTH END OF A
512.39 ACRE TRACT, IN THE JOHN FOSTER
2-1/2 LEAGUE GRANT, AB. 26, FORT BEND COUNTY,
TEXAS.

ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED:

THE UNDERSIGNED does hereby certify that this survey was this day
on the ground of the property legally described hereon and is
set and that there are no encroachments, discrepancies, conflicts
tagues in area, boundary line conflicts, overlapping of improvements,
easements or rights-of-way, except as shown hereon and that said property
access to and from a dedicated roadway, except as shown hereon.

on this the 12th of July, 1977.

Signed

Frank R. Schuch

OFFICE OF HENRY S. SCHUCH, JR., INC.

Consulting Engineer

1117 Toboia Street

Rosenberg, Texas 77471

WATER EASEMENTS JUNE 22, 1979

WATER DRAINAGE EASEMENTS - MARCH 20, 1980

FILED FOR RECORD

TIME 8 AM P.M.

MAY 6 1980

Pearl Ellett
COUNTY CLERK, FORT BEND COUNTY, TEX.

6703

Duly recorded this the 7th day of May 1980 A.D. at 4:30 O'Clock P.M.
By *Dona Messina* deputy Pearl Ellett, County Clerk
Fort Bend County, Texas

Ex. B



LEGEND

- TxDOT Drainage Esmts
- Fort Bend County Drainage District Esmts
- Existing TxDOT ROW

EASEMENT TRANSACTION SUMMARY

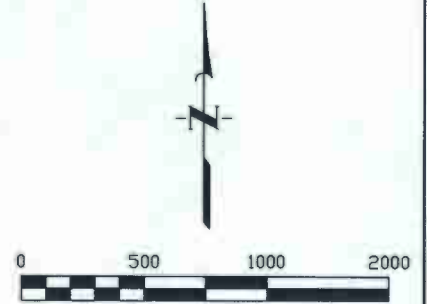
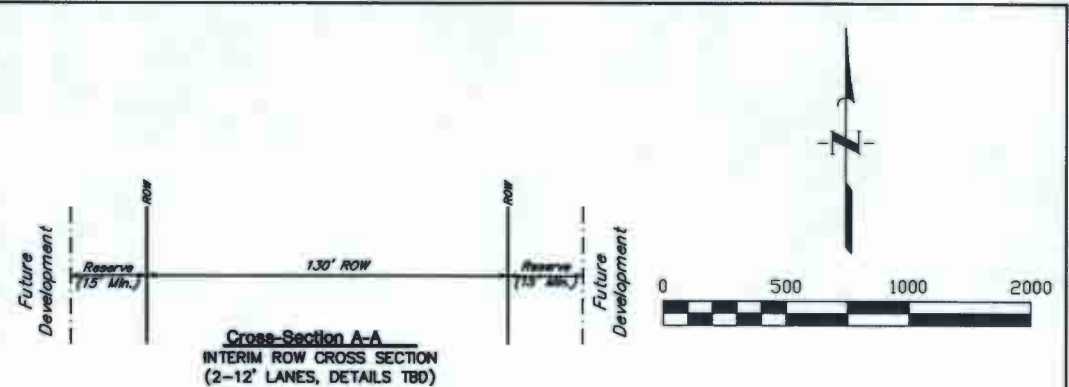
Land/Easement Description	Acres
TxDOT Drainage Easements	2.560
Fort Bend County Drainage District Easements	5.732
Difference	-3.172

Notes:

1. All acreages are based on recorded deeds.

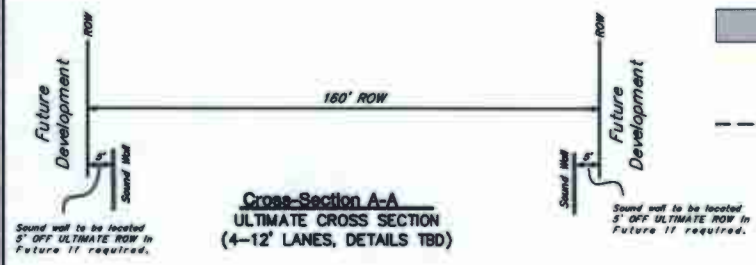
EXHIBIT C
FM 359
EASEMENT EXHIBIT
FORT BEND COUNTY, TEXAS
MAY 2019





LEGEND

- Existing FM 359 Right-Of-Way to be conveyed to Fort Bend County
- Proposed FM 359 Right-Of-Way to be donated to TxDOT
- Existing TxDOT ROW



LAND TRANSACTION SUMMARY

Land/Easement Description	Interim ROW (130')	Additional ROW (30')	TOTAL (160' ROW)
Existing FM 359 ROW to be conveyed to Fort Bend County	10.92 Ac.	0.00 Ac.	10.92 Ac.
Proposed FM 359 ROW to be donated to TxDOT	11.61 Ac.	2.61 Ac.	14.22 Ac.
DIFFERENCE	-0.69 Ac.	-2.61 Ac.	-3.30 Ac.

- Notes:**
1. All acreages are approx. and subject to final design and survey.
 2. Any ROW required for ultimate FM 359 outside of Tract 1 or 2 shall be acquired by TxDOT.
 3. Fort Bend County Drainage District and TxDOT Drainage Easements are to be handled separately.

EXHIBIT D
FM 359
Right-Of-Way Exhibit
FORT BEND COUNTY, TEXAS
MAY 2019

JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
2322 W Grand Parkway N, Suite 150, Katy, TX 77449 (832) 913-4000

Certificate Of Completion

Envelope Id: 491258E7823D46E29C421A8A807B03D4
 Subject: MOA FM 359
 Source Envelope: F78A9A94D81F4817AF86209F55EBE64B
 Document Pages: 18 Signatures: 1
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Victoria VonderHaar
 125 E. 11th Street
 Austin, TX 78701
 Victoria.VonderHaar@txdot.gov
 IP Address: 108.171.132.169

Record Tracking

Status: Original
 7/8/2019 10:44:58 AM

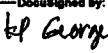
Holder: Victoria VonderHaar
 Victoria.VonderHaar@txdot.gov

Location: DocuSign

Signer Events

KP George
 County.Judge@fortbendcountytx.gov
 County Judge
 Fort Bend County
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 FS46567DD28D433

Signature Adoption: Pre-selected Style
 Using IP Address: 209.184.91.105

Timestamp

Sent: 7/8/2019 10:50:35 AM
 Viewed: 7/8/2019 4:37:57 PM
 Signed: 7/8/2019 4:38:22 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/23/2019 9:10:49 AM
 ID: c0ad758e-4d7f-441a-a9f6-b34ea86a36c4

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jillian Peterson
 Jillian.Peterson@fortbendcountytx.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 7/8/2019 4:38:24 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent Hashed/Encrypted
 Certified Delivered Security Checked
 Signing Complete Security Checked
 Completed Security Checked

Timestamps
 7/8/2019 4:38:24 PM
 7/8/2019 4:38:24 PM
 7/8/2019 4:38:24 PM
 7/8/2019 4:38:24 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

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.
 JDS Nursery Tract LLC
 Houston, TX United States

Certificate Number:
 2019-538492

Date Filed:
 09/11/2019

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:
 09/25/2019

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.
 JDS Nursery Tract
 Development Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)