

## EARNEST MONEY CONTRACT

1. **PARTIES:** In this Earnest Money Contract (this "Contract") **RES/VLS REAL ESTATE LIMITED PARTNERSHIP**, a Texas limited partnership ("Seller"), agrees to sell and convey to **FORT BEND COUNTY, TEXAS**, a body politic of the State of Texas ("Buyer") and Buyer agrees to buy from Seller the Property (defined below) for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

### RECITALS

- Buyer acknowledges and agrees that the mailing, delivery or negotiation of this Contract by Seller or its agents or attorneys shall not be deemed an offer by Seller to enter into this transaction or to enter into any other relationship, whether on the terms contained herein or on any other terms. This Contract shall not be binding upon Seller, nor shall Seller have any obligations or liabilities nor Buyer any rights with respect hereto, unless and until Seller has executed and delivered this Contract to the Title Company (hereinafter defined).**
2. **PROPERTY:** The tract of real property (the "Land") shown on Exhibit A, hereto, which tract consists of approximately 2.817 acres of land area; together with all of Seller's rights, titles, and interests in and to all privileges, and appurtenances pertaining thereto, subject, however, to the restrictions, rights and reservations of Seller set forth (defined in Section 5.A(1) below); the Land and all of the above herein collectively called the "Property".
  3. **CONTRACT SALES PRICE:** The total sales price ("Sales Price") for the property shall be \$70,000.00. The Sales Price shall be paid to Seller at Closing in cash or immediately available funds.
  4. **EARNEST MONEY:** Within three (3) business days (defined in Section 18 below) following the Effective Date (defined on the page below titled "Contract Receipt"), Buyer shall deliver to Charter Title Company, 609 Main Street, Suite 4325, Houston, Texas 77002, Attention: Garry Carr, Telephone No.: 713-222-6060; E-mail: garry.carr@fnf.com (the "Title Company"), \$10,000.00 in cash or immediately available funds (the "Earnest Money") as earnest money. At Closing (defined in Section 5 below), the Earnest Money, together with all interest earned thereon while in the custody of the Title Company, shall be applied to the Sales Price. Notwithstanding anything contained herein to the contrary, should this Contract terminate for any reason Seller shall be entitled to receive \$100.00 of the Earnest Money as independent consideration (the "Independent Consideration") for the execution and delivery of this Contract and for the inspection rights and options granted to Buyer herein. Failure by Buyer to deliver the Earnest Money within three (3) business days following the Effective Date shall render this Contract voidable at the option of the Seller by providing written notice thereof to Buyer at any time prior to the time Buyer actually delivers the same to the Title Company.

5. **CLOSING:** The closing of the sale (the "Closing") shall take place at the Title Company at 10:00 a.m., Houston, Texas time on the thirtieth (30th) day following the Effective Date (defined in Section 6 below). The date upon which Closing actually occurs is herein referred to as the "Closing Date."
- A. At the Closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:
- (1) A duly executed and acknowledged Special Warranty Deed (the "Deed") in the form of Exhibit B attached hereto
  - (2) A certification of non-foreign status pursuant to Section 1445 of the Internal Revenue Code, as amended, in the form of Exhibit C attached hereto;
  - (3) An affidavit as to debts, liens and leases in the form of Exhibit D attached hereto;
  - (4) Evidence of its capacity and authority for the Closing of this transaction;
  - (5) All other documents necessary to close this transaction and approved by Seller.
- B. At the Closing, at Buyer's sole cost and expense, Buyer shall:
- (1) Pay to Seller the Sales Price in cash or immediately available funds; and
  - (2) Execute all other documents necessary to close this transaction, and approved by Buyer.
6. **INSPECTION; CERTAIN COVENANTS OF BUYER:** After the Effective Date, Buyer is granted the right to conduct physical inspections, studies, and tests (the "Tests") of the Property during normal business hours. If, for any reason other than Seller's default, the purchase and sale does not close, Buyer shall, upon request therefor by Seller, provide to Seller a copy of the results of all Tests of the physical condition of the Property undertaken by, or at the direction of, Buyer; Seller agrees to accept the same without any representation or warranty of Buyer as to the accuracy of the same. All Tests shall be at Buyer's sole expense. **WHETHER OR NOT THE TRANSACTION DESCRIBED IN THIS CONTRACT SHALL CLOSE, BUYER SHALL HOLD SELLER HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS, DAMAGES, LIABILITY, LOSS, COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR ARISING FROM SUCH TESTS (AS DEFINED ABOVE), INCLUDING THOSE ARISING FROM SELLER'S NEGLIGENCE TO THE EXTENT (BUT NO FURTHER) SELLER IS ALLEGED OR FOUND TO HAVE BEEN NEGLIGENT IN FAILING TO SUPERVISE THE CONDUCT OF BUYER, ITS AGENTS, CONTRACTORS AND EMPLOYEES IN, ON, OR ABOUT THE PROPERTY PROVIDED THIS PROVISION SHALL NOT APPLY TO THE: (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR**

**SELLER'S AGENTS OR EMPLOYEES; OR (B) DISCOVERY OR DETECTION BY BUYER OR ITS AGENTS OF ANY CONDITION EXISTING ON THE PROPERTY.** The provisions of this Section 6 shall survive the Closing or any termination or cancellation of this Contract notwithstanding any contrary provision hereof and Buyer's hold harmless covenant (and Seller's right to enforce the same) shall, notwithstanding any contrary provision hereof, in no way be limited by the limitations on Seller's remedies set forth in Section 13 hereof.

Notwithstanding any other provision of this Contract, at least three (3) business days prior to performing any such inspection or study of the Property which will involve the intrusive or destructive sampling or analysis of any portion of the Property or its improvements ("Intrusive Investigation"), Buyer shall provide to Seller a reasonably detailed description of the work to be performed during the Intrusive Investigation. During the three (3) business day period after receipt of Buyer's description, Seller shall have the right to object to any portion of the proposed Intrusive Investigation, and Buyer shall refrain from performing any such portion of the proposed Intrusive Investigation. Seller or its representative shall have the right, but not the obligation, to observe any and all activities of Buyer or its representative during the performance of Intrusive Investigation activities provided Seller (and its representative) shall not unreasonably delay or interfere with such activities of Buyer or its representative.

**7. ADDITIONAL CLOSING CONDITIONS:**

A. It shall be a condition to the obligation of Buyer to consummate the purchase described herein that, as of the Closing Date, the Seller's Express Representations (defined in Section 16.A below) are (without regard to updates permitted under Section 16.B) true, correct and complete in all material respects as of the Closing Date. If the condition described in this Section 7.A fails, Buyer shall elect in a writing delivered to Seller, on the Closing Date and as Buyer's sole and exclusive remedies (except in the case, as more particularly described below in Section 16.B, when such representations are untrue due to the breach by Seller of an express covenant set forth in this Contract), either to (1) waive such condition and proceed with the Closing of the purchase and sale pursuant to this Contract, without reduction in the Sales Price or (2) terminate this Contract in which event all of the Earnest Money shall be paid to Buyer provided the Independent Consideration shall be paid to Seller, and neither party hereto shall have any further rights, duties or obligations one to the other hereunder, except as expressly otherwise provided for herein.

**8. REAL ESTATE BROKERS:** Buyer and Seller represent and warrant to each other that no real estate commissions, finders' fees or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Buyer.

**9. POSSESSION:** The possession of the Property shall be delivered to Buyer "AS IS", "WHERE IS", WITH ALL FAULTS and WITHOUT WARRANTIES of any kind, express or implied, or arising by operation of law, except only the title warranties

expressly set forth in the documents executed by Seller and delivered to Buyer at Closing, including the Deed.

10. **SALE EXPENSES:** The following sale expenses shall be paid in cash at or prior to the Closing:
  - A. **SELLER'S EXPENSES:** All costs of releasing existing loans and recording the releases; tax statements; preparation of the Deed; and the other expenses, if any, stipulated to be paid by Seller under other provisions of this Contract.
  - B. **BUYER'S EXPENSES:** All expenses for the purchase of title insurance; costs of any survey; all of the escrow fees and other expenses stipulated to be paid by Buyer under other provisions of this Contract.
11. **PRORATIONS:** Seller shall be responsible for all ad valorem taxes that accrue prior to Closing; provided, that, Buyer shall be responsible for and pay any and all "rollback taxes" that arise out of the purchase and sale or change in use of the Property by Buyer.
12. **TITLE APPROVAL:** Seller shall deliver to Buyer within ten (10) days from the Effective Date a Commitment for Title Insurance (the "Commitment") issued by the Title Company and legible (or as legible as are reasonably available) copies of all recorded instruments affecting the Land and recited as exceptions in the Commitment. If Buyer has an objection to items disclosed in the Commitment, recorded instruments, and Survey, Buyer shall have ten (10) days (the "Objection Period") after the later of the receipt of the Commitment, recorded instruments, and Survey to make written objections to Seller. If Buyer makes such objections, Seller may (but shall not be obligated to), within five (5) days after the date of receipt of such objections, cure the same (Seller shall have no obligation to expend any money or institute any litigation in pursuing any such efforts; provided, that, Seller, at its sole cost and expense, shall be obligated, at Closing to cure the effects of: (A) any mortgages, deed of trust liens, and other liquidated monetary liens against the Property voluntarily granted by Seller; and (B) the effects of any voluntary conveyances of interests in the Property made by Seller after the Effective Date (collectively, the "Mandatory Cure Matters") and Buyer shall have no obligation to object to such Mandatory Cure Matters). If the objections are not cured or satisfied by Seller within such time period, Buyer shall, as its sole and exclusive remedy, elect in a writing, delivered to Seller within five (5) days after the earlier of (A) the date five (5) days after Seller's receipt of Buyer's title objections, or (B) the date Seller notifies Buyer of its failure or inability to cure or election not to cure such title objections (but in all cases, prior to the end of the Feasibility Period), to either (1) terminate this Contract and the Earnest Money shall be refunded to Buyer (less the Independent Consideration which shall be paid to Seller), and neither party shall have any further rights or obligations pursuant to this Contract, or (2) waive the unsatisfied objections and close the transaction with no reduction in the Sales Price. If Buyer does not deliver such written election with such time period, then Buyer shall be deemed to have waived the unsatisfied objections and elected to close the transaction without a reduction in the Sales Price. If Buyer fails to timely notify Seller in writing of any such objections during the Objection Period, it shall be deemed that Buyer has approved and found the Commitment, the Survey and all

matters reflected on or in any of them to be acceptable and permitted hereunder and Buyer has agreed to take title to the Property subject to such matters (other than the Mandatory Cure Matters), and Buyer may not thereafter refuse to consummate the sale contemplated by this Contract or claim any failure of Seller's obligations under this Contract solely because of any such matters. Other than the Mandatory Cure Matters, any items to which Buyer does not object in writing within the Objection Period or to which it does object but subsequently waives (or is deemed to have waived) shall be deemed to be "Permitted Exceptions" (herein so defined).

13. **DEFAULT:** Unless otherwise provided for herein, if Buyer fails to comply with this Contract, Seller may, as Seller's sole and exclusive remedy, terminate this Contract by delivering written notice thereof to Buyer and receive or retain the Earnest Money as liquidated damages. Seller and Buyer have made the foregoing provision for liquidated damages because it would be difficult to calculate, on the Effective Date, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller. If Seller is unable, within the time herein required, to deliver the Commitment or the Survey, Buyer may, as its sole and exclusive remedy, either (A) terminate this Contract and receive the Earnest Money (less the Independent Consideration which shall be paid to Seller), or (B) extend the time for performance up to fifteen (15) days. Except as provided in the immediately preceding sentence hereof, if Seller otherwise fails to comply with this Contract for a reason other than Buyer's failure to perform its obligations under this Contract and such failure continues for five (5) days or more following written notice thereof from Buyer, Buyer may, as its sole and exclusive remedy, either (A) enforce specific performance of Seller's obligations under Section 5 hereof; provided, that (1) Buyer must, within ninety (90) days following the date scheduled for Closing, provide written notice of its election to institute suit for specific performance (if Buyer fails to do so, Buyer shall have waived its right to enforce specific performance) and (2) in electing to enforce specific performance of Seller's obligations hereunder, Buyer shall be deemed also to have elected to accept the conveyance of the Property subject to all matters of record (other than the Mandatory Cure Matters, each of which Seller is obligated to remedy and cure), each of which shall be a Permitted Exception for all purposes, or (B) terminate this Contract and receive the Earnest Money (less the Independent Consideration which shall be paid to Seller), thereby releasing Seller from this Contract.
14. **ATTORNEY'S FEES:** Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
15. **ESCROW:** The Earnest Money is deposited with Title Company (the parties shall cooperate with one another in causing the Title Company to deposit the same in an interest bearing account; all interest accruing thereon shall become part of the Earnest Money) with the understanding that Title Company (A) is not a party to this Contract and does not assume or have any liability for performance or non-performance of any signatory and (B) is not liable for any losses of escrow funds caused by the failure of any banking institution in which such funds have been deposited.

16. **REPRESENTATIONS AND WARRANTIES OF SELLER:**

- A. Seller hereby makes the following representations to Buyer as of the Effective Date and (subject to Section 16.B) as of the Closing Date (the same, as updated pursuant to Section 16.B, are herein called the "Seller's Express Representations"):
- (1) Seller is duly authorized and empowered to sell the Property;
  - (2) Seller has not actually received written notice from any governmental authority alleging that the Property is in violation of laws, rules, codes or regulations.
  - (3) Seller has not entered into any other contract to sell, or granted a third party any right or option to purchase (including any preferential right, right of first offer, or right of first refusal), the Property or any part thereof that is currently in effect and Seller has no knowledge of any other party having any right or option to purchase the Property (including any preferential right, right of first offer, or right of first refusal).
  - (4) To the best of Seller's knowledge, there is no pending action, proceeding, or litigation affecting Seller that, if decided adversely, would have a material adverse effect on Seller's ability to perform its obligations under this Contract or that would bind Buyer or the Property following Closing.
  - (5) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or, to Seller's knowledge, threatened in writing against Seller.
  - (6) Seller has received no written notice from any governmental authority or other person or entity possessing the right of eminent domain threatening a taking with respect to the Property.
- B. Notwithstanding the foregoing, Seller reserves the right to update all of the Seller's Express Representations, as of the Closing Date in order to correct inadvertent mistakes and to account for events or circumstances discovered or occurring after the Effective Date; provided, however, that the foregoing right to update and amend Seller's Express Representations hereto shall not affect Buyer's right to terminate this Contract pursuant to Section 7.A if Seller's Express Representations are not true and correct in all material respects as of the Closing Date, without regard to any updating permitted pursuant to this Section 16.B.
- C. The Seller's Express Representations (as they may be updated pursuant to Section 16.B) shall survive Closing for a period of two (2) years; provided, that, unless Buyer has provided Seller, within ninety (90) days following the Closing Date, written notice of a breach by Seller of Seller's Express Representations (which notice, to be effective for purposes hereof, must describe in reasonable

detail the representation breached and the factual basis for such claim by Buyer), then Buyer shall be deemed to have waived all claims for breaches of the Seller's Express Representations.

- D. For purposes of this Contract, the phrase "Seller has received no written notice" shall mean that Amy Meckel has not received any written notice of the relevant matter, and the phrase "to the best of Seller's knowledge" or any similar phrase means the current, actual knowledge of Amy Meckel without independent inquiry and without any implied duty to inquire, and does not include knowledge imputed to Seller from any other person. Buyer waives any right to sue or to seek any personal judgment or claim against Amy Meckel and such waiver shall expressly survive Closing and any termination of this Contract (and shall inure to the benefit of and be enforceable by Amy Meckel and may not be amended or modified without the express written consent of Amy Meckel, which consent may be granted or withheld in his sole and absolute discretion).
- E. Notwithstanding anything to the contrary contained in this Contract, if Buyer discovers after Closing that Seller has breached any of Seller's Express Representations and Buyer has provided timely notice thereof pursuant to Section 16.C, then Buyer shall be entitled to bring an action for damages against Seller, provided that: the aggregate liability of Seller for all damages of any kind related to or arising out of the Contract shall be limited to \$10,000.00, and (1) Seller shall be liable only for actual damages for any breach or default by Seller under this Contract. The provisions of this Section 16.E shall survive Closing.

**17. AGREEMENTS OF SELLER:**

- A. Prior the Effective Date, Seller has delivered to Buyer, or made available to Buyer, certain materials and information in regard to the Property. Seller may, as an accommodation to Buyer, make available or deliver to Buyer copies of, various reports and other information (the information and materials provided to Buyer by Seller prior to the Effective Date and such other information and materials as may hereafter be provided by Seller to Buyer is collectively herein called the "Information") with regard to the Property. Buyer agrees that Seller is providing the Information as an accommodation to Buyer and that in no way does Seller represent or warrant the accuracy or completeness of the Information or the opinions or conclusions expressed therein. Buyer agrees that to the extent Buyer elects to rely thereon in any manner or to any extent, Buyer does so at Buyer's sole risk, and that in no event shall Seller have any liability to Buyer in any way related to the Information. The disclaimers by Seller and agreements of Buyer set forth in this paragraph shall expressly survive the expiration or termination of this Contract and Closing.

**18. MISCELLANEOUS:**

- A. Any notice required or permitted to be delivered hereunder shall be deemed received when personally delivered or the third (3<sup>rd</sup>) day after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address set forth below the signature of such party hereto. E-mail and facsimile transmissions shall be permitted and shall be deemed received when forwarded to the e-mail address or facsimile number of the intended recipient set forth below.
- B. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. The district courts of the State of Texas and the district court of the United States federal courts located in Fort Bend, Texas are the exclusive places of venue with respect to any litigation or other legal proceeding arising out of this Contract.
- C. This Contract shall be binding upon and inure to the benefit of the parties hereto and, subject to the provisions of Section 19 hereof, their respective successors and assigns.
- D. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, and unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- E. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter and cannot be changed except by their written consent.
- F. Time is of the essence in this Contract.
- G. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- H. In accordance with the requirements of the Texas Real Estate License Act, Buyer is hereby advised that it should be furnished with or obtain a policy of title insurance or have the abstract covering the Property examined by any attorney of its own selection.
- I. Except as otherwise expressly set forth herein, none of the representations, warranties and covenants contained herein shall survive the Closing.
- J. Should Seller request Buyer do so, Buyer agrees to cooperate with Seller, at Seller's sole cost and expense, in consummating the sale as an installment sale or

a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, that, in so cooperating the Closing shall not be delayed. Seller shall reimburse Buyer for any sums expended by Buyer in so cooperating with Seller and Seller agrees to indemnify, defend and hold harmless Buyer therefrom.

K. If the day for performance of any obligation hereunder, or the last day of a particular time period provided for herein, falls on a Saturday, Sunday, or legal holiday recognized by national banks in the City of Houston, Texas, such day for performance, and the expiration of such time period, as the case may be, shall be the next day which is not a Saturday, Sunday or such legal holiday. The term "business day" as used herein means any day other than a Saturday, Sunday, or legal holiday recognized by national banks in the City of Houston, Texas.

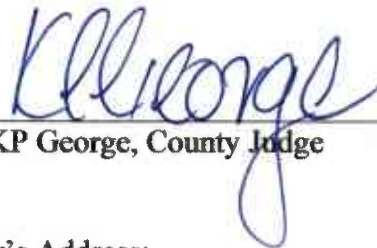
19. **ASSIGNMENT:** Buyer may not assign this Contract in whole or in part.

20. **ACTUAL DAMAGES:** Seller and Buyer shall each be liable to the other only for actual damages for any breach or default under this Contract, and Seller and Buyer each waives the right to collect special, consequential, punitive or any other damages other than actual damages in connection with this transaction and this Contract. Nothing in this Section 26 shall, however, affect or impair the rights of Seller to receive and retain the Earnest Money pursuant to the other provisions of this Contract.

*[Remainder of Page Left Blank Intentionally]*

EXECUTED in multiple originals on the dates set forth by each party's signature, but effective upon the Effective Date as set forth below.

FORT BEND COUNTY, TEXAS

By:   
KP George, County Judge

Buyer's Address:  
301 Jackson Street  
Richmond, Texas 77469

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Phone: 281-341-8608  
E-mail: [FBC.Judge@fortbendcountytexas.gov](mailto:FBC.Judge@fortbendcountytexas.gov)

With copy to:  
Fort Bend County  
Attn: Parks Director  
301 Jackson Street  
Richmond, Texas 77469

**RES/VLS REAL ESTATE LIMITED  
PARTNERSHIP**

By: R.E. Smith Interests, Inc., its general  
partner

By: Amy M. Meckel  
Amy Meckel, President

**Seller's Address:**

R.E. Smith Interests, Inc.  
Amy Meckel, President  
1900 West Loop South, Suite 1050  
Houston TX 77027  
713-964-6661  
Phone: 713-964-6661  
E-mail: [ameckel@resmith.org](mailto:ameckel@resmith.org)

**With copy to:**

Stephen C. Jacobs, Esq.  
Locke Lord LLP  
600 Travis, 2800 Chase Tower  
Houston, Texas 77002  
Phone: 713/226-1382  
E-mail: [sjacobs@lockelord.com](mailto:sjacobs@lockelord.com)

**CONTRACT RECEIPT**

The Title Company hereby acknowledges receipt of this fully executed Contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date").

**CHARTER TITLE COMPANY**

Title Company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A – Land

Exhibit B – Deed

Exhibit C – Certification of Non-Foreign Status

Exhibit D – Affidavit as to Debts, Liens and Leases

**EXHIBIT A to Earnest Money Contract**

**LAND**

(See Following Page(s))

**DESCRIPTION OF A 2.817-ACRE  
(122,692 SQ. FT.) TRACT OF LAND  
SITUATED IN THE WILLIAM MORTON  
1-1/2 LEAGUE, A-62, FORT BEND COUNTY, TEXAS**

Being a description of a 2.817-acre (122,692 Square Foot) tract of land situated in the William Morton 1-1/2 League, A-62, Fort Bend County, Texas. Said 2.817-acre tract being out of a called 19.4224-acre tract of land conveyed to RES/VLS Real Estate Limited Partnership, by deed recorded under Fort Bend County Clerk's File No. 2002071030 of the Official Public Records of Fort Bend County, Texas, and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204, (NAD 83) (2001 Adj.), all coordinates shown herein are grid coordinates and may be brought to surface by multiplying by the combined scale factor of 1.000124935, all distances are surface.

**BEGINNING (N=13,783,297.23, E=3,012,535.63)** at a 5/8-inch iron rod found in the west right-of-way line of Harlem Road (140-Foot Wide Right-of-Way), by deed recorded under Fort Bend County Clerk's File No. 2010100611 of the Official Public Records of Fort Bend County, Texas, and by deed recorded in Volume 63, Page 203 of the Deed Records of Fort Bend County, Texas, for the northeast corner of a called 10.00-acre tract of land conveyed to Fort Bend County, by deed recorded in Volume 2491, Page 256 of the Deed Records of Fort Bend County, Texas, for the southeast corner of said 19.4224-acre tract and for the southeast corner of said tract herein described;

THENCE South 87 deg. 51 min. 41 sec. West, with the north line of said 10.00-acre tract, with the south line of said 19.4224-acre tract and with the south line of said tract herein described, a distance of 876.71 feet to a 5/8-inch iron rod found in the east line of a called 103.039-acre tract of land (Tract Three), conveyed to RES/VLS Real Estate Limited Partnership, by deed recorded under Fort Bend County Clerk's File No. 2018058651, of the Official Public Records of Fort Bend County, Texas, for the northwest corner of said 10.00-acre tract, for the southwest corner of said 19.4224-acre tract and for the southwest corner of said tract herein described;

THENCE North 01 deg. 51 min. 21 sec. West, with the east line of said 103.039-acre tract, with the west line of said 19.4224-acre tract and with the west line of said tract herein described, a distance of 140.00 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described;

THENCE North 87 deg. 51 min. 41 sec. East, over and across said 19.4224-acre tract and with the north line of said tract herein described, a distance of 876.02 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west right-of-way line of said Harlem Road, for the northeast corner of said tract herein described;

THENCE South 02 deg. 08 min. 19 sec. East, with the west right-of-way line of said Harlem Road, with the east line of said 19.4224-acre tract and with the east line of said tract herein described, a distance of 140.00 feet to the **POINT OF BEGINNING** and containing 2.817 acres (122,692 Square Feet) of land.

This description is accompanied by a plat of even survey date.

Compiled by:  
Weisser Engineering Company  
19500 Park Row  
Houston, Texas 77084  
TBPLS Reg. No. 100518-00  
TBPE Reg. No.: F-68  
Job No. GC415  
Date: 12/17/2020





GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES, OTHER THAN (A) GRANTOR'S EXPRESS REPRESENTATIONS (as defined below), SUBJECT TO THE LIMITATIONS SET FORTH IN THE PURCHASE CONTRACT (defined below) AND (B) THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN; THE GRANTOR'S EXPRESS REPRESENTATIONS AND THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN BEING COLLECTIVELY REFERRED TO HEREIN AS THE "*GRANTOR REPRESENTATIONS*". GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING DATE WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND GRANTEE ACKNOWLEDGES THAT GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONVEYANCE, GRANTEE HEREBY AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS" CONDITION, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE GRANTOR'S REPRESENTATIONS. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO GRANTEE, THE CONVEYANCE OF THE PROPERTY IS WITHOUT ANY WARRANTY, AND GRANTOR AND GRANTOR'S OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES (COLLECTIVELY, "*GRANTOR'S RELATED PARTIES*") HAVE MADE NO, AND EXPRESSLY AND SPECIFICALLY DISCLAIM, AND GRANTEE ACCEPTS THAT GRANTOR AND GRANTOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS TO GRANTOR'S REPRESENTATIONS), OF OR RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, OF OR RELATING TO: (I) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION; (II) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT; (III) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY; (IV) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, MOLD, FUNGUS, MILDEW (OR OTHER SIMILAR ORGANISMS OR MATERIAL), OR THE

**COMPLIANCE OF THE PROPERTY WITH ALL REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE CLEAN WATER ACT, THE TEXAS HEALTH AND SAFETY CODE AND THE TEXAS WATER CODE, EACH AS MAY BE AMENDED FROM TIME TO TIME, AND INCLUDING ANY AND ALL REGULATIONS, RULES OR POLICIES PROMULGATED THEREUNDER (“ENVIRONMENTAL LAWS”); (V) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE PROPERTY; AND (VI) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. GRANTEE HEREBY EXPRESSLY AGREES TO ACCEPT THE PROPERTY SUBJECT TO ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS, INCLUDING ANY LIABILITY WITH RESPECT TO ENVIRONMENTAL LAWS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE CONDITION OF THE PROPERTY. GRANTEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW (INCLUDING, BUT NOT LIMITED TO, COMMON LAW, WHETHER SOUNDING IN CONTRACT OR TORT, AND ANY AND ALL ENVIRONMENTAL LAWS) THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY.**

As used in the preceding paragraph, the term “Grantor’s Express Representations” means and refers to Seller’s Express Representations as such term is defined in that certain Earnest Money Contract (the “*Purchase Contract*”) dated \_\_\_\_\_, 2021, executed by Grantor and Grantee.

#### ***Habendum and Warranty***

TO HAVE AND TO HOLD the Property unto Grantee and its successors and assigns forever, subject to the Permitted Encumbrances and to Grantor’s (or its Enforcement Parties, as defined below) right to exercise the Right of Entry (defined below) if the Fee Termination Event (defined below) shall occur; and Grantor hereby binds itself, its successors and assigns, for so long as the Fee Termination Event shall have not occurred, to WARRANT and DEFEND all and singular the Property unto Grantee and 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.

#### ***Restrictions and Rights of Reversion***

The Property being conveyed under this Deed is expressly subject to the following restrictions (the “*Restrictions*”):

No part of the Property shall be occupied or used for any purpose other than as a public park (and the construction, use, enjoyment, repair and replacement of recreational facilities, other

than buildings, thereon; provided, that buildings that are ancillary to use or operation of the recreational facilities or park shall be permitted).

No amendment to the Restrictions shall be valid unless in writing, signed by the Grantor (or its Enforcement Parties) and the Grantee, and recorded in the Real Property Records of Fort Bend County, Texas. The Grantee shall reimburse the Grantor, upon demand, for all costs and expenses, including without limit court costs, legal fees and reasonable attorneys' fees and paralegal fees (whether in-house or outside counsel or paralegals are used), incurred by the Grantor in enforcing its rights, by way of proceeding (whether at the trial court level or appellate level, in a judicial, bankruptcy, probate, administrative or any other proceeding) or otherwise, hereunder.

The Restrictions shall run with the land and be binding upon the Grantee and the Grantee's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Grantor (and its Enforcement Parties) and for the benefit of all real property owned by Grantor in Galveston, Fort Bend or Harris County, Texas as of the date hereof (the "***Benefitted Property***"); provided, that, at any time and from time to time Grantor may by execution of an instrument (and filing the same in the Real Property Records of Fort Bend County, Texas) amend and modify the definition of Benefitted Property contained herein by limiting the same to one or more tracts or parcels of land in Galveston, Fort Bend or Harris County, Texas owned by Grantor as of the date hereof. The Grantor and its successors and assigns (including, following any dissolution of Grantor, any heirs of R. E. "Bob" Smith or Vivian Leatherberry Smith, are herein collectively called the "***Enforcement Parties***") shall have the right (but shall not be obligated) to enforce the Restrictions by proceeding at law or in equity, including without limit obtaining specific performance and injunctive relief, and to enforce the Right of Entry. If any part of the Restrictions is invalid or unenforceable, this shall not affect the validity or enforceability of the remainder of the Restrictions.

It is expressly understood and agreed that at all times when, and for so long as, Grantor is in existence, Grantor shall have the sole authority to act on behalf of, and bind, all of the Enforcement Parties with respect to the Restrictions.

***Enforcement of Restrictions.*** Grantor and Grantee agree and acknowledge that the use of the Property in violation of any of the Restrictions would cause irreparable harm to the Enforcement Parties. The Restrictions shall be enforceable by the Enforcement Parties, each of whom shall have the right to obtain such relief as may be available through any court of competent jurisdiction to enjoin, prevent or remedy any breach of the Restrictions, and to enforce the Restrictions, to recover damages for the breach thereof, and to enforce the Right of Entry; all such remedies are cumulative. In any action to restrain or enjoin a violation of the Restrictions, (i) the Enforcement Parties shall not be required to establish immediate or irreparable harm (Grantor and Grantee stipulate and agree that any breach or threatened breach will cause immediate and irreparable harm to the Enforcement Parties); (ii) the Enforcement Parties shall not be required to establish that the balance of harm weighs in favor of granting injunctive relief (Grantor and Grantee stipulate and agree that any such breach or threatened breach will cause the harm to the Enforcement Parties to substantially outweigh any possible harm to any other person); (iii) the Enforcement Parties shall not be required to establish that the injunctive relief will serve, and will not disserve, the public interest (Grantor and Grantee stipulate and agree that

enjoining any breach or threatened breach will serve, and will not disserve, the public interest) and (iv) the Enforcement Parties shall not be required to establish the inadequacy of other remedies at law or in equity (the parties stipulate and agree that the Enforcement Parties will have no adequate alternative remedy in the event of any breach or threatened breach). Grantor and Grantee agree that upon approval of Grantor's application for injunctive relief, Grantor shall not be required to post a bond. Grantor and Grantee agree that (i) the foregoing stipulations and agreements are a material part of the consideration for this Deed, (ii) such agreements and stipulations were a material inducement for Grantor's execution of this Deed and (iii) but for such stipulations and agreements, Grantor would not have agreed to convey, and would not have executed this Deed conveying, the Property to Grantee. Each of Grantor and Grantee, for itself and its successors and assigns, waives its right to assert any claim or argument contrary to the foregoing stipulations and agreements.

*Enforcement Failure or Delay is not Waiver.* No failure or delay of the Enforcement Parties, in any one or more instances, (i) in exercising any power, right or remedy under this Deed or (ii) in insisting upon the strict performance by Grantee, its successors or assigns, of the Restrictions, shall operate as a waiver, discharge or invalidation of any of the Restrictions or any part of the Restrictions, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. The covenants, obligations and agreements of Grantee, its successors and assigns, to keep, observe and abide by the Restrictions, and the rights and remedies of Enforcement Parties upon a default, shall continue and remain in full force and effect with respect to any subsequent breach, act or omission, unless a written instrument that (i) specifically waives such covenant, obligation, agreement or default and (ii) is executed by any of the Enforcement Parties.

*Restrictions are Mandatory and Prohibitive; Stipulations; Restrictions Run with the Land; No Other Beneficiaries.* Grantor, as the fee simple owner of the Property, establishes each of the Restrictions as a covenant, condition and restriction, which is to be construed and enforced as mandatory and prohibitive (as opposed to permissive or administrative), to restrict the use of the Property. Grantor and Grantee stipulate that (1) the Restrictions touch and concern the Property; (2) privity of estate exists between Grantor and Grantee by reason of Grantor's ownership of fee title to the Property and this conveyance to Grantee of a fee simple on condition subsequent estate in the Property; (3) notice of the Restrictions will be given by filing this Deed in the Official Public Records of Real Property of Fort Bend County, Texas, in which County the Property is situated and (4) the Restrictions are reasonable. The Restrictions run with the land, are binding on Grantee and Grantee's successors and assigns in title to the Property forever, and inure to the benefit of the Enforcement Parties forever. The Restrictions do not create any legal or equitable right, servitude or other interest in or to the Property in favor or for the benefit of any person or entity other than the Enforcement Parties as provided herein.

#### ***Fee Simple Subject to Condition Subsequent; Fee Termination Event***

The estate in the Property conveyed to Grantee by this Deed is an estate in fee simple subject to condition subsequent. By acceptance of this Deed, Grantee acknowledges and agrees with Grantor that, subject to the provisions of this paragraph, if the Fee Termination Event

(defined below) occurs, Grantor (or if Grantor has dissolved, the Enforcement Parties, upon the action of any one or more of them) may reenter and retake the Property (the "**Right of Entry**"), whereupon (i) Grantee's estate in the Property will terminate, (ii) fee simple title to the Property will revert to Grantor (or, if Grantor has dissolved, to each of the Enforcement Parties as tenants in common) without any other or further act by either Grantor or Grantee and (iii) fee simple title to the Property will then and thenceforth be owned by Grantor (or, if Grantor has dissolved, to each of the Enforcement Parties then existing as tenants in common). "**Fee Termination Event**" means a final, non-appealable judgement rendered by a court of competent jurisdiction that the Restrictions have been breached or violated. Grantor and Grantee stipulate and agree that no failure or delay of Grantor, in any one or more instances, in reentering the Property after occurrence of the Fee Termination Event shall operate as a waiver, discharge or invalidation of such condition or of the Grantor's right to reenter and retake the Property after the occurrence, if any, of the Fee Termination Event, and that neither the exercise of any such right of reentry or power of termination, nor any abandonment or discontinuance of steps to enforce such right of reentry or power of termination, shall preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy.

#### ***Captions and Titles***

The paragraph and subparagraph captions and titles used in this Deed are for convenience of reference only and shall not be considered in construing this Deed.

***[End of Page; See Following Page for Signature]***

**RES/VLS Real Estate Limited Partnership,**  
a Texas limited partnership

By: R.E. Smith Interests, Inc.,  
a Texas corporation, general partner

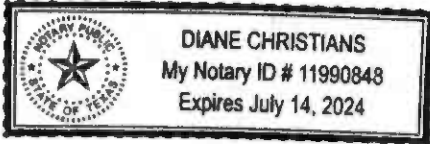
By: Amy M. Meckel  
Name: Amy M. Meckel  
Title: PRESIDENT

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 13th day of May, 2021, by Amy M. Meckel, the President of R.E. Smith Interests, Inc., general partner of RES/VLS Real Estate Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.



Diane Christians  
Notary Public in and for the State of Texas  
My Commission Expires: 7-14-2024  
Printed Name: Diane Christians

EXHIBIT A

To Special Warranty Deed

Land

**DESCRIPTION OF A 2.817-ACRE  
(122,692 SQ. FT.) TRACT OF LAND  
SITUATED IN THE WILLIAM MORTON  
1-1/2 LEAGUE, A-62, FORT BEND COUNTY, TEXAS**

Being a description of a 2.817-acre (122,692 Square Foot) tract of land situated in the William Morton 1-1/2 League, A-62, Fort Bend County, Texas. Said 2.817-acre tract being out of a called 19.4224-acre tract of land conveyed to RES/VLS Real Estate Limited Partnership, by deed recorded under Fort Bend County Clerk's File No. 2002071030 of the Official Public Records of Fort Bend County, Texas, and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204, (NAD 83) (2001 Adj.), all coordinates shown herein are grid coordinates and may be brought to surface by multiplying by the combined scale factor of 1.000124935, all distances are surface.

**BEGINNING (N=13,783,297.23, E=3,012,535.63)** at a 5/8-inch iron rod found in the west right-of-way line of Harlem Road (140-Foot Wide Right-of-Way), by deed recorded under Fort Bend County Clerk's File No. 2010100611 of the Official Public Records of Fort Bend County, Texas, and by deed recorded in Volume 63, Page 203 of the Deed Records of Fort Bend County, Texas, for the northeast corner of a called 10.00-acre tract of land conveyed to Fort Bend County, by deed recorded in Volume 2491, Page 256 of the Deed Records of Fort Bend County, Texas, for the southeast corner of said 19.4224-acre tract and for the southeast corner of said tract herein described;

THENCE South 87 deg. 51 min. 41 sec. West, with the north line of said 10.00-acre tract, with the south line of said 19.4224-acre tract and with the south line of said tract herein described, a distance of 876.71 feet to a 5/8-inch iron rod found in the east line of a called 103.039-acre tract of land (Tract Three), conveyed to RES/VLS Real Estate Limited Partnership, by deed recorded under Fort Bend County Clerk's File No. 2018058651, of the Official Public Records of Fort Bend County, Texas, for the northwest corner of said 10.00-acre tract, for the southwest corner of said 19.4224-acre tract and for the southwest corner of said tract herein described;

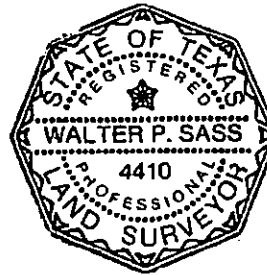
THENCE North 01 deg. 51 min. 21 sec. West, with the east line of said 103.039-acre tract, with the west line of said 19.4224-acre tract and with the west line of said tract herein described, a distance of 140.00 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described;

THENCE North 87 deg. 51 min. 41 sec. East, over and across said 19.4224-acre tract and with the north line of said tract herein described, a distance of 876.02 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west right-of-way line of said Harlem Road, for the northeast corner of said tract herein described;

THENCE South 02 deg. 08 min. 19 sec. East, with the west right-of-way line of said Harlem Road, with the east line of said 19.4224-acre tract and with the east line of said tract herein described, a distance of 140.00 feet to the **POINT OF BEGINNING** and containing 2.817 acres (122,692 Square Feet) of land.

This description is accompanied by a plat of even survey date.

Compiled by:  
Weisser Engineering Company  
19500 Park Row  
Houston, Texas 77084  
TBPLS Reg. No. 100518-00  
TBPE Reg. No.: F-68  
Job No. GC415  
Date: 12/17/2020



A handwritten signature in black ink, appearing to read "Walter P. Sass", written in a cursive style.

**Exhibit C to Earnest Money Contract**

**CERTIFICATION OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **RES/VLS REAL ESTATE LIMITED PARTNERSHIP** ("**Seller**"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller's U.S. employer identification number is 74-2142457; and
3. Seller is not a "disregarded entity" (as such term is defined in the Internal Revenue Code and Income Tax Regulations).
4. Seller's office address is 1900 West Look South, Suite 1050, Houston, Texas 77027

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated: 5.13, 2021

**RES/VLS REAL ESTATE LIMITED  
PARTNERSHIP**, a Texas limited partnership

By: R.E. Smith Interests, Inc., a Texas corporation, its general partner

By: Amy M. Meckel  
Name: Amy M. Meckel  
Title: PRESIDENT

**Exhibit D to Earnest Money Contract**

**AFFIDAVIT AS TO DEBTS, LIENS AND LEASES**

GF NO. \_\_\_\_\_

OWNER: RES/VLS REAL ESTATE LIMITED PARTNERSHIP

SUBJECT PROPERTY:

See **Exhibit A**

STATE OF TEXAS  
COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared the Affiant known to me to be the person whose name is subscribed hereto and upon his oath deposes and says, in his capacity as indicated below, that to the best of his actual knowledge:

1. Except as disclosed to the title company reflected below or in other instruments to which the title company is a party, there are no unpaid debts for the purchase of plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the Property described above, and no such items have been purchased on time payment contracts, and there are no security interests on such Property secured by financing statements, security agreements or otherwise except costs associated with ongoing and recurring maintenance and operation of the Property.
2. There are no loans or liens (including Federal or State Liens and Judgment Liens) of any kind on such property except loans being extinguished concurrent with the closing of the sale of the property.
3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the Property upon which same are situated.
4. There are no leases (whether oral or written) encumbering the Property.

Affiant recognizes that but for making of the hereinabove statements relative to the Property, neither Charter Title Company nor its title underwriter (collectively, "Title Company") would issue its owner policy of title insurance ("Owner Policy") on the Property in favor of Fort Bend County, Texas, and that such statements have been made as an inducement for such issuance. Furthermore, Affiant hereby agrees to indemnify, defend and hold the Title Company harmless of, from and against any and all claims asserted against the Title Company under the Owner Policy based upon the inaccuracy of the statements made by Affiant herein.

**AFFIANT:**

**RES/VLS REAL ESTATE LIMITED PARTNERSHIP**, a Texas limited partnership

By: R.E. Smith Interests, Inc., a Texas corporation, its general partner

By: Amy M. Meckel  
Name: Amy M. Meckel  
Title: PRESIDENT

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on the 13<sup>th</sup> day of May, 2021, by Amy M. Meckel, President of R.E. Smith Interests, Inc., a Texas corporation, general partner of **RES/VLS REAL ESTATE LIMITED PARTNERSHIP**, a Texas limited partnership, on behalf of said limited partnership.



Diane Christians  
Notary Public in and for the  
State of Texas  
Diane Christians  
Printed Name of Notary Public  
My Commission Expires: 7-14-2024

**EXHIBIT A**

**To Affidavit as to Debts, Liens and Leases**

**(See Following Page for Legal Description)**

**DESCRIPTION OF A 2.817-ACRE  
(122,692 SQ. FT.) TRACT OF LAND  
SITUATED IN THE WILLIAM MORTON  
1-1/2 LEAGUE, A-62, FORT BEND COUNTY, TEXAS**

Being a description of a 2.817-acre (122,692 Square Foot) tract of land situated in the William Morton 1-1/2 League, A-62, Fort Bend County, Texas. Said 2.817-acre tract being out of a called 19.4224-acre tract of land conveyed to RES/VLS Real Estate Limited Partnership, by deed recorded under Fort Bend County Clerk's File No. 2002071030 of the Official Public Records of Fort Bend County, Texas, and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204, (NAD 83) (2001 Adj.), all coordinates shown herein are grid coordinates and may be brought to surface by multiplying by the combined scale factor of 1.000124935, all distances are surface.

**BEGINNING (N=13,783,297.23, E=3,012,535.63)** at a 5/8-inch iron rod found in the west right-of-way line of Harlem Road (140-Foot Wide Right-of-Way), by deed recorded under Fort Bend County Clerk's File No. 2010100611 of the Official Public Records of Fort Bend County, Texas, and by deed recorded in Volume 63, Page 203 of the Deed Records of Fort Bend County, Texas, for the northeast corner of a called 10.00-acre tract of land conveyed to Fort Bend County, by deed recorded in Volume 2491, Page 256 of the Deed Records of Fort Bend County, Texas, for the southeast corner of said 19.4224-acre tract and for the southeast corner of said tract herein described;

THENCE South 87 deg. 51 min. 41 sec. West, with the north line of said 10.00-acre tract, with the south line of said 19.4224-acre tract and with the south line of said tract herein described, a distance of 876.71 feet to a 5/8-inch iron rod found in the east line of a called 103.039-acre tract of land (Tract Three), conveyed to RES/VLS Real Estate Limited Partnership, by deed recorded under Fort Bend County Clerk's File No. 2018058651, of the Official Public Records of Fort Bend County, Texas, for the northwest corner of said 10.00-acre tract, for the southwest corner of said 19.4224-acre tract and for the southwest corner of said tract herein described;

THENCE North 01 deg. 51 min. 21 sec. West, with the east line of said 103.039-acre tract, with the west line of said 19.4224-acre tract and with the west line of said tract herein described, a distance of 140.00 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described;

THENCE North 87 deg. 51 min. 41 sec. East, over and across said 19.4224-acre tract and with the north line of said tract herein described, a distance of 876.02 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west right-of-way line of said Harlem Road, for the northeast corner of said tract herein described;

**THENCE South 02 deg. 08 min. 19 sec. East, with the west right-of-way line of said Harlem Road, with the east line of said 19.4224-acre tract and with the east line of said tract herein described, a distance of 140.00 feet to the POINT OF BEGINNING and containing 2.817 acres (122,692 Square Feet) of land.**

This description is accompanied by a plat of even survey date.

Compiled by:  
Weisser Engineering Company  
19500 Park Row  
Houston, Texas 77084  
TBPLS Reg. No. 100518-00  
TBPE Reg. No.: F-68  
Job No. GC415  
Date: 12/17/2020

