

**ROAD DEVELOPMENT AGREEMENT**

**by and among**

**FORT BEND COUNTY, TEXAS,**

**a political subdivision of the State of Texas,**

**THE GEORGE FOUNDATION,**

**a Texas charitable trust, and**

**ROSENBERG LAND HOLDINGS COMPANY, LLC,**

**a Texas limited liability company**

## ROAD DEVELOPMENT AGREEMENT

This ROAD DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the Effective Date (as defined in Section 5.16 hereof), by and among FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (the "County"), THE GEORGE FOUNDATION, a Texas charitable Trust, or its successors or assigns (the "Foundation"), and ROSENBERG LAND HOLDINGS COMPANY, LLC, or its successors or assigns ("RLH") (the County, the Foundation and RLH each individually at times referred to herein as a "Party" and collectively as the "Parties").

### RECITALS

The Foundation owns approximately 19,500 acres of generally undeveloped land in the County (the "Foundation Property") more fully described on Exhibit A attached hereto.

RLH owns or has contractual rights to purchase approximately 4,732 acres of generally undeveloped land in the County (the "RLH Property") more fully described on Exhibit B attached hereto.

The County or an instrumentality of the County is planning the design and construction of the Fort Bend Parkway Extension (hereinafter defined), a portion of which traverses the Foundation Property and the RLH Property. As used herein, the term "Fort Bend Parkway Extension" shall mean the tollway construction project extending the connectivity of the Fort Bend Parkway from its current terminus to the Village of Fairchilds, as further described on Exhibit C attached hereto. The design, land acquisition related to, and construction of the Fort Bend Parkway Extension on an interim basis that provides access and mobility from the Foundation Property and the RLH Property to the Brazos River shall be hereafter referred to as the "Toll Road Improvements."

In addition, the County or an instrumentality of the County or the State is planning the design and construction of an extension of the Grand Parkway Segment "C" (hereinafter defined), a portion of which traverses the Foundation Property and the RLH Property. As used herein, the term "Grand Parkway Segment C" shall mean the tollway construction project extending the Grand Parkway (SH 99) through the County, as further described on Exhibit D attached hereto.

The County has entered into that certain Road Development Agreement with RLH, dated effective October 12, 2021, as amended as of the Effective Date, (the "RLH Agreement"),

whereby the County agreed, among other things, to exert best efforts to secure any regulatory approval required to align the intersection of Grand Parkway Segment C with the Fort Bend Parkway Extension to be consistent with the MTP, as defined below (the “Interchange”).

In furtherance of its obligation under the RLH Agreement, on November 22, 2021, the County approved its Major Thoroughfare Plan (“MTP”) to reflect the alignment of the Fort Bend Parkway Extension and Grand Parkway Segment C and the location of the Interchange to the location shown on Exhibit C.

In addition to the RLH Agreement and in an effort to facilitate the construction of the Fort Bend Parkway Extension and Grand Parkway Segment C, the County has executed that certain Agreement with Fort Bend County Municipal Utility District No. 239 (“District 239”) dated October 12, 2022, as amended as of the Effective Date, providing for economic development in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381, Texas Local Government Code (the “District 239 EDA”).

This Agreement, together with that certain Agreement between the County and the Foundation dated effective of even date with the Effective Date hereof providing for economic development in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381, Texas Local Government Code (the “Foundation EDA”), are designed to (i) facilitate the dedication of right of way by the Foundation and the financing and construction of the Fort Bend Parkway Extension and Grand Parkway Segment C as reflected on the MTP, (ii) accommodate the orderly development within and around the Foundation Property and the RLH Property, and (iii) serve the interests of the Foundation, RLH, and the County.

The Parties have determined that the provisions of this Agreement, together with the Foundation EDA, and the benefits provided by the Parties to each other hereunder, and to the County and the Foundation thereunder, substantially advance the legitimate interests and public purposes of the County, RLH, and the Foundation.

### **AGREEMENT**

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

**ARTICLE I**  
**RECITALS; INTERPRETATION**

Section 1.1 Recitals.

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

Section 1.2 Titles, Headings and Exhibits.

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

Section 1.3 Interpretation of Agreement.

This Agreement and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. The word *include*, and any of its derivatives, shall be interpreted as language of example and not of limitation, and shall be deemed to be followed by the words *without limitation*, unless otherwise expressly provided herein. The Parties agree that this Agreement shall not be construed in favor of or against either the Party on the basis that one or the other did or did not author this Agreement.

**ARTICLE II**  
**COVENANTS OF THE PARTIES**

Section 2.1 Alignments and Interchange Reevaluation

The Parties acknowledge the County currently maintains development rights for the Fort

Bend Parkway Extension and Grand Parkway Segment C. In consideration of the County's covenants herein and in the Foundation EDA, the Foundation agrees to work cooperatively with RLH and the County on the development of Grand Parkway Segment C and the Fort Bend Parkway Extension and to not challenge, or cause to be challenged, the current roadway alignment of Grand Parkway Segment C or Fort Bend Parkway Extension as reflected in the MTP, including TxDOT's technical reevaluation on the altered portion of Grand Parkway Segment C (the "Reevaluation"), environmental approvals or modifications to any environmental approval necessary for Grand Parkway Segment C or the Fort Bend Parkway Extension to be constructed consistent with the MTP. In furtherance of this objective, the County, the Foundation, and RLH agree to execute, contemporaneously with this Agreement, the correspondence to TxDOT attached hereto as Exhibit I, which shall be transmitted by the County to TxDOT within five (5) business days of the Effective Date.

#### Section 2.2 Alignment of Grand Parkway Segment C

The County, the Foundation, and RLH covenant and agree to use commercially reasonable efforts to obtain any and all required regulatory approvals, including, but not limited to, the approval of the U.S. Department of Transportation, Federal Highway Administration, Texas Department of Transportation ("TxDOT"), to ensure the officially approved alignment of the Grand Parkway Segment C can be consistent with the MTP within three (3) years from the Effective Date (the "Required Time Period"). The Foundation shall have the option, at its sole discretion, to extend the Required Time Period if necessary to complete the process, but in no event shall be required to do so. Should the necessary approvals not be secured within the Required Time Period because of an irreconcilable environmental conflict or other cause not due to the Foundation's breach of this Agreement, the County shall meet and confer with the Foundation and RLH to determine whether the Interchange location depicted in the MTP is still capable of securing the necessary approvals, and, if the County and Foundation agree that such approvals are not likely to be obtained: (i) the County shall agree to assess whether it should seek approval of a different Interchange site to be situated in a location reasonably determined by the Parties, which assessment will include the design shown on Exhibit E; and (ii) the Foundation shall no longer be obligated to refrain from objecting to a roadway alignment which is identified in the MTP. The final alignment shall be subject to all applicable regulatory requirements necessary for establishing the right of way, including, but not limited to, TxDOT's Reevaluation and such requirements shall be referred to herein as the "Regulatory Requirements." Upon the determination of the County and/or

TxDOT of the final alignments of the Fort Bend Parkway Extension and the Grand Parkway Segment C, and location of the Interchange has been approved, the County shall provide the Foundation and RLH with sixty (60) days' written notice of its determination (the "County Alignment Notice").

Section 2.3 Amendment of District 239 EDA and the RLH Agreement.

In addition to its obligations under Sections 2.2 of this Agreement, the County covenants and agrees to, contemporaneously with the Effective Date of this Agreement, amend the District 239 EDA, such that the District Annual Payment (as such term is defined in the District 239 EDA) attributable to the specific portion of the Service Area (as such term is defined in the District 239 EDA) described on Exhibit F, attached hereto, shall be described as follows, which provision is also included in the Foundation EDA:

**"Interchange Annual Payment"** means a sum of money payable by the County to the District and the Foundation equal to 75% of the Tax Increment collected solely over that certain acreage of the Service Area described on Exhibit D (the "Interchange Area"). The County shall remit 50% of the Interchange Annual Payment to the District, with the remaining 50% of the Interchange Annual Payment to the Foundation, to be utilized consistent with Section 5(d) of the District 239 EDA and the Foundation EDA. The calculation of the Interchange Annual Payment will be without regard to any future abatement or rebate (pursuant to an economic development agreement, abatement or otherwise) of any portion of such taxes granted by the County. Section 6 of the District 239 EDA and the Foundation EDA does not apply to revenues generated within the Interchange Area, and proceeds funding the Toll Road Payment to FBCTRA will be generated within the remainder of the Service Area, excluding the Interchange Area.

RLH agrees to cooperate and to use its best efforts to secure the approval of District 239 to the foregoing described amendment to the District 239 Agreement, and to otherwise assist the County in securing the same. Failure to secure approval of the amendment as described in this Section 2.3 herein shall allow the Foundation to terminate this Agreement.

Contemporaneously with the execution of this Agreement, RLH shall also amend the RLH Agreement to be consistent with this Agreement.

Section 2.4 Right-of-Way Purchase & Sale.

In furtherance of the covenants and agreements of the Parties set forth herein and in the Foundation EDA and in Section 2.5 below, the County has agreed to purchase and the Foundation has agreed to sell for a purchase price of \$80,000 per acre plus Interest accruing from the date of the FBP Deed (hereinafter defined) until fully paid to the Foundation (as further described in the

Foundation EDA), the parcels of land necessary for the implementation of the Fort Bend Extension (the “Fort Bend Parkway Extension ROW”) pursuant to the County Dedication Agreement described in Section 2.5, and as generally described in Exhibit G attached hereto.

In addition, the Parties acknowledge that it is standard practice for TxDOT to purchase the necessary right of way as part of its process of implementing road infrastructure, and the Parties anticipate that TxDOT will purchase, and the Foundation will sell, for a purchase price of equal to the fair market value (as determined by an appraiser selected by the mutual agreement of the Parties) at the time the GP Deed is tendered to TxDOT pursuant to Section 2.5 of this Agreement which shall not be less than \$80,000 per acre plus Interest at six percent (6%) accruing from the date of the GP Deed (hereinafter defined) until fully paid to the Foundation, the parcels of land necessary for Grand Parkway Segment C, as generally described on Exhibit J attached hereto (the “Grand Parkway Segment C ROW”) (the Grand Parkway Segment C ROW and the Fort Bend Parkway Extension ROW, collectively referred to herein as the “Parkway ROWs”). The Foundation agrees to convey the Grand Parkway Segment C ROW to TxDOT pursuant to the TxDOT Dedication Agreement described in Section 2.5. The TxDOT Dedication Agreement (hereinafter defined) shall provide that the Foundation’s conveyance of the Grand Parkway Segment C ROW and delivery of the GP Deed shall be subject to the Foundation having agreed to the purchase price and having been granted the frontage roads, access, interchanges, drainage and utilizes, aesthetics, sound walls and signage described in Sections 2.7 through 2.9, in a manner that is reasonably acceptable to the Foundation as being consistent with this Section and said provisions. The Foundation will retain all mineral rights associated with the Parkway ROWs.

Notwithstanding the foregoing, should TxDOT fail to purchase the Grand Parkway Segment C ROW or pay the Foundation as anticipated herein, in whole or in part, the County will be required to purchase the Grand Parkway Segment C ROW and the purchase price shall be solely funded pursuant to the terms of the Foundation EDA and this Section 2.4.

The purchase price for the applicable portions of the Parkway ROWs funded by the County (the “ROW Purchase Price”) shall be paid only from the proceeds of the Toll Road Payment, as such term is defined in and as otherwise required by Section 6 of the Foundation EDA, following the completion of the construction of the Toll Road Improvements. At any point during this Agreement’s Term, should excess revenues be generated from the Toll Road Payment above and beyond what is required for the County’s financing of the construction costs of all or a portion of the Toll Road Improvements, such excess revenues are to be dedicated to the ROW Purchase Price.

The Parties agree that the aforementioned price is equal to or less than the fair market value of the parcels. The Parkway ROWs shall be transferred by the Foundation to the County or TxDOT, as appropriate, pursuant to the Dedication Agreements further described in Section 2.5 below.

Section 2.5. Dedication Agreements

In consideration for the County's obligations under this Agreement, the County and the Foundation shall enter into a right of way dedication agreement within sixty (60) days of the Effective Date whereby the Foundation shall agree to convey to the County, via a special warranty deed substantially similar to that which is attached as **Exhibit H** (the "FBP Deed"), the entirety of the Fort Bend Parkway Extension ROW, consistent with the MTP and as further described in **Exhibit L** (the "County Dedication Agreement"). Should the Foundation fail to execute the County Dedication Agreement within sixty (60) days of the Effective Date, the Foundation and the County agree that the Foundation EDA shall, subject to the provisions of Article IV of this Agreement, automatically terminate.

The Foundation shall use its best efforts to also enter into another right of way dedication agreement with TxDOT, in a substantially similar form as shown on **Exhibit M**, whereby the Foundation shall agree to convey to TxDOT, via a specialty warranty deed substantially similar to that which is attached as **Exhibit K** (the "GP Deed"), the entirety of the Grand Parkway Segment C ROW, consistent with the MTP and as further described in **Exhibit M** (the "TxDOT Dedication Agreement") (the County Dedication Agreement and the TxDOT Dedication Agreement are collectively referred to herein as the "Dedication Agreements"). Should the Foundation fail to execute the TxDOT Dedication Agreement within sixty (60) days of the satisfaction of the conditions enumerated as 1 through 5 in the immediately following paragraph, the Foundation and the County agree that the Foundation EDA shall, subject to the provisions of Article IV of this Agreement, automatically terminate.

The Dedication Agreements shall be conditioned upon, and the execution and delivery of the FBP Deed or the GP Deed shall be completed and delivered to the County or TxDOT (as applicable), upon the completion of the following:

1. Grand Parkway Segment C is placed in and remains in TxDOT's Unified Transportation Program ("UTP"), it being acknowledged that Grand Parkway Segment C is currently in the 2024 UTP;

2. RLH and the County successfully completes the realignment of the Grand Parkway Segment C in a manner that is consistent with the MTP or otherwise agreed to by the Parties, it being acknowledged that RLH has deposited the funds with the County for said realignment study;
3. TxDOT completes an investment grade traffic and revenue study affirmatively demonstrating project feasibility for the Grand Parkway Segment C or TxDOT provides written evidence of financial feasibility from other revenues or funds available to TxDOT, it being acknowledged the traffic and revenue study has been commenced;
4. The legal and jurisdictional responsibilities for financing, designing, constructing, and operating Grand Parkway Segment C have been relinquished to and assumed by TxDOT and TxDOT has agreed in writing to the Foundation Access (herein after defined);
5. The County has acquired, commenced condemnation proceedings, or otherwise taken possession of all rights-of-way located outside the Foundation Property necessary to complete the Fort Bend Parkway Extension; and
6. TxDOT has entered a minute order in its official record regarding the award of a construction contract for Grand Parkway Segment C on the Foundation Property. \_

The County and/or TxDOT shall provide written notice to the Foundation and RLH within thirty (30) days of all of the foregoing conditions being satisfied (the "County Conditions Notice"). In the event all of the conditions are not satisfied or the County fails to provide the County Condition Notice within six (6) years of the Effective Date, this Agreement shall automatically terminate unless mutually extended by the Parties in writing. The Parties acknowledge that due to potential modifications in the Interchange's final design and location as a result of the Reevaluation, the necessary Parkway ROWs, as described herein, may be altered. Within thirty (30) days of the County Alignment Notice, the Foundation agrees to execute and place in escrow with a mutually agreed upon title company ("Title Company") the FBP Deed in a form substantially similar to the form attached hereto as **Exhibit H**, the parcels of land necessary for the implementation of the Toll Road Improvements. Further, within five (5) days of the Foundation's receipt of the County Conditions Notice, the Foundation agrees to execute and deliver in escrow to the Title Company, the GP Deed in a form substantially similar to the form attached hereto as

Exhibit K, the parcels of land necessary for Grand Parkway Segment C. The FBP Deed will be released by Title Company to the County and the GP Deed to TxDOT within ten (10) days after the Foundation's receipt of the County Conditions Notice that the above conditions in this Section have been completed, provided the Foundation has not issued a written objection that such conditions have not been satisfied. Following such ten (10) day period, the County will record the FBP Deed in the Real Property Records of Fort Bend County, and TxDOT shall have the right to record the GP Deed in the Real Property Records of Fort Bend County early as practicable. Notwithstanding the foregoing, the Foundation agrees that should the Interchange be constructed in substantially similar form to the design shown on Exhibit E, the Foundation shall dedicate, or cause to be dedicated AT NO COST to the County, the necessary Parkway ROWs.

Section 2.6 Drainage and Detention.

The Foundation agrees that should the Interchange be completed in substantially similar form to the design shown on Exhibit E, the Foundation shall dedicate, or cause to be dedicated, AT NO COST to the County and/or TxDOT a drainage and/or detention easement(s) sufficient to accommodate storm water storage and discharge from the Parkway ROWs (the "Drainage and Detention Easements") in accordance with the applicable storage amount and flow rate criteria as determined by the County and the Regulatory Requirements. If the Interchange is not completed in substantially similar form to the design shown on Exhibit E, the County shall pay the Foundation the same cost per acre of land attributable to each of the Parkway ROWs for any area required for the Drainage and Detention Easement for each of the Parkway ROWs, which amounts, to the extent paid by the County, shall be funded solely from the revenues generated via the Foundation EDA following the completed construction of the Toll Road Improvements. The execution and delivery each of the Drainage and Detention Easements will occur no later than the date the FBP Deed and the GP Deed, respectively, are released for recording.

Section 2.7 Frontage Roads, Access, and Interchanges.

(a) The Foundation shall be permitted to construct frontage roads with connections to the Grand Parkway Segment C and the Fort Bend Parkway Extension on the Foundation Property, in a manner designated and determined by the Foundation to optimize the development of and that will benefit the Foundation Property, subject only to applicable TxDOT restrictions and Section 2.7(c) and Section 2.8 below. The Foundation will dedicate at no cost to the County any additional right of way necessary to accommodate the proposed frontage roads requested by the Foundation, in a

location and in a manner approved by the Foundation.

b) The Foundation and the County will establish an access management policy to provide access to the Grand Parkway Segment C and the Fort Bend Parkway Extension from the frontage roads on the Foundation Property, in a manner designated and determined by the Foundation to optimize the development of and that will benefit and run with the Foundation Property. The County, or TxDOT if it delivers the project, will permit the Foundation to review and comment (but not approve) the location of and plan for any tolling stations to coordinate development of Foundation Property. The number, location and spacing of any curb cuts providing access to or from the Foundation Property to the frontage roads shall be subject only to the rules and regulations of the County for similar roadways or for similar roadway serving the RLH Property, if requested by the Foundation.

c) In addition to the Interchange and related overpasses, and consistent with TxDOT's standards, the Foundation shall be permitted to have a minimum of (i) four (4) interchanges with each of Grand Parkway Segment C and with Fort Bend Parkway and other roads on or serving the Foundation Property, (ii) one (1) direct connect to the Foundation Property from both the Grand Parkway Segment C and the Fort Bend Parkway, the preliminary configurations and locations of which are shown on **Exhibit N** (collectively, the "Foundation Access"), it being acknowledged that said configurations and locations are fully supported by the County and RLH and with such improvements excluded from the definition of Toll Road Improvements in both this Agreement and the Foundation EDA, but subject to modification by the Foundation in its reasonable discretion; and (iii) a requisite number of overpasses, the location and maximum number of which shall be satisfactory in its reasonable discretion. Notwithstanding the exclusion of the Foundation Access from the Toll Road Improvements, such Toll Road Improvements shall be designed and constructed to accommodate the Foundation Access without modification. The Foundation covenants and agrees not to modify the Foundation Access in a manner that materially alters the access or connectivity to the RLH Property or materially deviates from the anticipated connectivity of Grand Parkway Segment C and the Fort Bend Parkway to the RLH Property. Neither RLH nor the Foundation shall permit the construction of any frontage roads located along acreage that is contiguous to the RLH Property and the Foundation Property that may negatively impact the connectivity to the adjoining property.

All interchanges will be constructed in accordance with the MTP, and the Terms and

Conditions established under SB 792 (“Terms and Conditions”). The Terms and Conditions call for an additional grade separated interchange located between Reading Road and the northern FM 762 overpass. The location of this specific interchange shall be designated by the Foundation. The Foundation will have a post-Closing obligation to dedicate to the County any additional right of way needed for the interchange on the same terms and conditions as the Parkway ROWs. It is the intent of all Parties that the road improvements described in Exhibit N are constructed such that there is frontage road connectivity from the intersection at Grand Parkway Segment C intersection at FM 762 to the Interchange.

Section 2.8 Drainage and Utilities.

a. The Parties will develop a joint drainage and detention plan, which will evaluate incorporating drainage from the Grand Parkway Segment C and the Fort Bend Parkway into drainage and detention anticipated from future development of the Foundation Property (“Drainage Plan”). Where possible, the Foundation and the County will construct joint detention and drainage facilities that reduce the overall cost of drainage and detention for the Grand Parkway Segment C and the Fort Bend Parkway Extension and the Foundation Property. If joint detention and drainage facilities are not possible or the location cannot be agreed upon by the parties, the County will construct the detention and drainage facilities for the Grand Parkway Segment C and the Fort Bend Parkway Extension within the Parkway ROWs and the Foundation will construct the detention and drainage facilities for and within the Foundation Property. The costs of such joint facilities will be allocated among the Parties on a pro-rata basis of volume or conveyance capacity; provided, however, neither the County nor the Foundation shall be required to construct or financially participate in any joint detention or drainage facilities prior to the time that such party requires the same.

b. Within the Foundation Property, the Foundation will have the right to install utilities and drainage facilities along and within the Parkway ROWs and cross the Parkway ROWs with utilities, subject to applicable County restrictions and without materially and negatively impacting the connectivity of the RLH Property with regard to either the Grand Parkway Segment C or the Fort Bend Parkway Extension, as determined by the County or TxDOT in their reasonable discretion. The County will take the Parkway ROWs subject to a deed restriction prohibiting the construction of electrical overhead power lines within or along the Parkway ROWs or within or along the Foundation Property to serve any facilities within the Parkway ROWs without the Foundation’s consent (“Deed Restriction”). The County will comply with this Deed Restriction

for power lines to its own facilities, but the Foundation shall be responsible for enforcing this Deed Restriction for all other uses.

Section 2.9 Aesthetics and Signage.

The County agrees to collaborate with the Foundation on aesthetic, non-structural features on the overpasses and any sound walls through or along the Parkway ROWs, to the extent financially feasible. The Foundation retains the right to do any such enhanced aesthetic, non-structural feature. The County will provide an agreed-upon landscaping allowance within the Parkway ROWs. The Foundation retains the right to do enhanced landscaping at all major interchanges with the Parkway ROWs. Subject to applicable regulations of the County, the County and the Foundation will develop and install appropriate way finding signage within and along the Parkway ROWs.

Section 2.10 Coordination, Cooperation and Other Approvals.

The Parties agree to reasonably cooperate with the TxDOT and any other political subdivision with jurisdiction over the Foundation Property, the RLH Property, the Parkway ROWs or the Interchange, as necessary, on final plan adjustments and the final locations of proposed improvements, crossings, drainage and detention facilities, and any other items required to be refined and coordinated outside of this Agreement in order to facilitate the timely and orderly completion of the Grand Parkway Segment C and the Fort Bend Parkway Extension. In furtherance of this objective, the County, RLH, and the Foundation agree to execute, contemporaneously with this Agreement, the correspondence to TxDOT attached hereto as **Exhibit I**. Such correspondence shall be transmitted by the County to TxDOT within five (5) business days of the Effective Date. In addition, and to the extent consistent with the terms of this Agreement and subject to Section 2.7 above, RLH, the County, and their respective representatives agree to support and not challenge or cause to be challenged the Foundation's plans for roads and other infrastructure or related improvements within the Foundation Property, including but not limited to the direct connects shown on **Exhibit N**, frontage roads, access to the Parkway ROWs, interchanges, alignments, drainage, utilities, aesthetics or signage subject to Section 2.7(c) above. To the extent that any legally binding approval, permit or other action from or by another jurisdiction (e.g., TxDOT, or U.S. Army Corps of Engineers), which has not already been obtained, is required under applicable law for the County to complete or cause to be constructed the Grand Parkway Segment C and the Fort Bend Parkway Extension, comply with the Regulatory Requirements, and allow the Foundation to fully realize on a practical and legal basis the rights and benefits of this Agreement,

the County will use their best efforts to secure that approval or permit, or to assist the Foundation in securing that approval or permit.

To the extent that any reasonable access required from or by a supervising jurisdiction (e.g., the County, the U.S. Department of Transportation, the Federal Highway Administration, TxDOT, or U.S. Army Corps of Engineers) is required to (i) complete or cause to be constructed the Grand Parkway Segment C and the Fort Bend Parkway Extension, (ii) comply with the Regulatory Requirements, (iii) complete the Reevaluation, (iv) determine the final location and alignment of the Parkway ROWs, or (v) allow the Parties to fully realize on a practical and legal basis the rights and benefits of this Agreement, the Foundation will promptly grant such access. Should the Foundation fail to provide such access within thirty (30) days of its receipt of a written request from a supervising jurisdiction describe above, the Foundation and the County agree that the Foundation EDA and this Agreement shall, subject to the provisions of Article IV of this Agreement, automatically terminate.

### **ARTICLE III**

#### **REPRESENTATIONS AND WARRANTIES**

##### **Section 3.1     The Foundation.**

The Foundation represents and warrants to the County that as of the Effective Date:

- a) It is an entity of the type listed in the preamble hereof, duly organized, validly existing and operating under the laws of the State of Texas;
- b) The person executing this Agreement on behalf of the Foundation has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;
- c) The form, execution, delivery, and performance by the Foundation of this Agreement has been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which the Foundation is a party or by which it or any of its properties may be bound; and
- d) This Agreement is a legal, valid, and binding obligation of the Foundation enforceable against the Foundation in accordance with its terms.

##### **Section 3.2     RLH.**

RLH represents and warrants to the County that as of the Effective Date:

- a) It is an entity of the type listed in the preamble hereof, duly organized, validly existing and operating under the laws of the State of Texas;

b) The person executing this Agreement on behalf of RLH has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;

c) The form, execution, delivery, and performance by RLH of this Agreement has been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which RLH is a party or by which it or any of its properties may be bound; and

d) This Agreement is a legal, valid, and binding obligation of RLH enforceable against RLH in accordance with its terms.

**Section 3.3 The County.**

The County represents and warrants to the Foundation that, as of the Effective Date:

a) It is a political subdivision of the State of Texas, duly organized, validly existing and operating under the laws of the State of Texas;

b) It has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;

c) The form, execution, delivery, and performance by the County of this Agreement have been duly authorized by all necessary action and do not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which the County is a party or by which it or any of its properties may be bound; and

d) This Agreement is a legal, valid, and binding obligation of the County enforceable against the County in accordance with its terms.

**ARTICLE IV**

**BREACH NOTICE AND REMEDIES**

**Section 4.1 Breach of Agreement.**

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

**Section 4.2 Notice of Default.**

a) A Party or Parties shall notify the other Party in writing of an alleged failure by such other Party to comply with a provision of this Agreement, which notice shall describe the alleged failure in reasonable detail. The alleged defaulting Party shall, within forty-five (45) calendar days after receipt of such notice, or within such longer period of time as the aggrieved Party may specify in such notice, either cure such alleged failure or, in a written response to the aggrieved Party, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

b) The aggrieved Party shall determine: (i) whether a failure by the other Party to comply with this Agreement has occurred, (ii) whether such failure is excusable under the terms of this Agreement, and (iii) whether such failure has been cured or will be cured by the alleged defaulting Party within a timetable satisfactory to the aggrieved Party acting in its or their sole discretion. The alleged defaulting Party shall make available to the aggrieved Party, if requested, any records, documents, or other information reasonably necessary to make the determination.

c) In the event that the aggrieved Party determines or determine that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule satisfactory to the aggrieved Party acting in its or their sole discretion, or that such failure is excusable under the terms of this Agreement, such determination shall conclude the matter.

d) If the aggrieved Party determines or determine that a failure to comply with a provision has occurred and that such failure is not excusable under the terms of this Agreement and has not been or will not be cured by the alleged defaulting Party in a manner and in accordance with a schedule satisfactory to the aggrieved Party in its or their sole discretion, then the aggrieved Party and the alleged defaulting Party shall proceed to mediation under Section 4.3.

Section 4.3 Mediation.

In the event the Parties cannot or do not, within forty-five (45) days after any cure period applicable pursuant to Section 4.2, resolve their dispute pursuant to the procedures described in Section 4.2, the Parties agree to submit the disputed issue to non-binding mediation in accordance with the provisions of Chapter 2009, Texas Government Code, as amended, and the provisions of the Texas Civil Practices and Remedies Code, as amended. The Parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue after not less than ten (10) hours of mediation or within thirty (30) days after mediation is

requested. The Parties participating in the mediation shall share the fees and expenses of the mediator equally, but each Party shall otherwise pay its own attorneys' and other fees and costs incurred with respect to the mediation.

**Section 4.4 Remedies.**

The Parties do not intend to hereby specify, and this Agreement shall not be considered as specifying, an exclusive remedy for any default. Notwithstanding the foregoing, should the County default in its obligation under this Agreement with regards to the implementation and funding of the Toll Road Improvements or in the timely satisfaction of its obligation under Sections 2.2 and 2.5 of this Agreement, the Foundation or its representatives may, without being in default of this Agreement or the Foundation EDA, challenge, or cause to be challenged, the roadway alignments of the Grand Parkway or Fort Bend Parkway Extension reflected in the MTP.

**Section 4.5 No Waiver.**

No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or of performance by any other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

**Section 4.6 Applicable Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas, other than its conflicts of laws principles.

**ARTICLE V**

**MISCELLANEOUS PROVISIONS**

**Section 5.1 Term and Termination.**

Unless otherwise terminated as provided herein, this Agreement shall remain in full force and effect from the Effective Date until the earlier of (i) the final costs associated with the completion of construction of the Toll Road Improvements and Grand Parkway Segment C have been funded as contemplated in this Agreement in accordance with this Agreement's terms and conditions and the other requirements, specifications, terms, and provisions of this Agreement, (ii) forty-five (45) years; unless, this Agreement is sooner terminated in writing with the mutual consent of the Parties. Notwithstanding the previous, this Agreement shall terminate contemporaneously with the termination of the Foundation EDA, unless otherwise extended by mutual agreement by the Parties. This Agreement expressly survives the delivery of the FBP Decd,

the GP Deed and the Drainage and Detention Easement.

Section 5.2 Time of the Essence.

Time is of the essence in all things pertaining to the performance of this Agreement. Section 5.3 Waiver of Governmental Immunity.

To the maximum extent permitted by applicable laws, the County hereby waives any constitutional, statutory, or common law right to sovereign or governmental immunity from liability or suit and expressly consents to be sued and liable to the extent necessary for each of the Parties to enforce this Agreement, but only as to each of the Parties and this Agreement.

Section 5.4 Parties in Interest.

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

Section 5.5 Approvals by Parties.

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

Section 5.6 No Joint Venture Partnership or Agency.

This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship by and among the Parties.

Section 5.7 No Liability for Indebtedness.

It is expressly understood and agreed that nothing in this Agreement has the effect of causing any Party to assume, guarantee or become in any way liable for any bond, warrant, note or other indebtedness or obligation of any other Party. To the extent of any irreconcilable conflict between the provisions of this Section and any other provisions of this Agreement (including but not limited to, the Conveyance Documents and the exhibits hereto), the provisions of this Section shall prevail.

Section 5.8 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than the payment of money unless due to a general and widespread economic collapse or moratorium on banking activities within the United States of America or the State of Texas, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure event relied upon, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas (but not of County, which is a governmental entity) or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

Section 5.9 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called “notice”) herein provided or permitted to be given, made or accepted by any Party to another Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by hand delivery, addressed to the Party to be notified, or by facsimile transmission, or by electronic mail. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the date reflected on the return receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified as evidenced by a written receipt. Any notice given to a Party shall also be sent to all other Parties and to the other entities listed below. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be:

If to the Foundation: The George Foundation  
Attention: Roger Adamson  
301 Morton Street, PMB Suite C  
Richmond, Texas 77469  
Email: [roger@thegeorgefoundation.org](mailto:roger@thegeorgefoundation.org)

with copy to: Schwartz, Page & Harding, L.L.P.  
Attention: Howard Cohen  
1300 Post Oak Blvd., Suite 2400  
Houston, Texas 77056  
Email: [hcohen@sphllp.com](mailto:hcohen@sphllp.com)

If to RLH: Rosenberg Land Holdings Company, LLC  
Attn: Danny Signorelli  
1401 Woodlands Parkway  
Spring, Texas 77380  
[danny@signorellicompany.com](mailto:danny@signorellicompany.com)

with copy to: Allen Boone Humphries Robinson LLP  
Attn: Stephen M. Robinson  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027  
[srobinson@abhr.com](mailto:srobinson@abhr.com)

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

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

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

Section 5.10 Amendment; Modification.

This Agreement may be amended or otherwise modified only by a written instrument executed by the Party against whom such amendment materially impacts or other modification is sought to be enforced.

Section 5.11 Assignment.

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

Section 5.12 No Additional Waiver Implied.

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

Section 5.13 Merger.

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

Section 5.14 Further Documents and Acts.

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

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

Section 5.16 Effective Date.

The "Effective Date" of this Agreement shall be the date that it has been executed and approved by the Fort Bend County Commissioners Court.

Section 5.17 Business Day.

As used herein, "business day" shall mean a day other than a Saturday, Sunday, or legal holiday on which banks in Fort Bend County, Texas are required to be closed.

Section 5.18 "AS IS" Conveyance.

The properties and assets conveyed pursuant to the FPB Deed and the GP Deed and the Drainage and Detention Easement are, or will be, accepted by the County in their AS IS, WHERE IS and WITH ALL FAULTS, condition, and without any representation or warranty, express or implied, and the County agrees to the releases, immunities, and other agreements in favor of the Foundation and certain other persons and entities as set forth therein.

Section 5.19 RLH Statutory Verifications.

***Anti-Boycott Verification.*** As required by Chapter 2271, Texas Government Code, as amended, RLH hereby verifies that RLH, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

As required by 2276.002, Texas Government Code, as amended, RLH hereby verifies that RLH, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

***Foreign Terrorists Organizations.*** Pursuant to Chapter 2252, Texas Government Code, RLH represents and certifies that, at the time of execution of this Agreement neither RLH, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections

2270.0201 or 2252.153, Texas Government Code.

***Firearms Discrimination Verification.*** As required by Section 2274.002, Texas Government Code, as amended, RLH hereby verifies that RLH, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

***Lonestar Infrastructure Protection Act Verification.*** Pursuant to Chapter 2275 of the Texas Government Code, as amended, and to the extent this Agreement grants to RLH direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, RLH verifies that neither RLH, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103, Texas Government Code. The term "critical infrastructure" shall have the meaning assigned to such term in Section 2275.0101, Texas Government Code.

#### Section 5.20 The Foundation Statutory Verifications.

***Anti-Boycott Verification.*** As required by Chapter 2271, Texas Government Code, as amended, the Foundation hereby verifies that the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

As required by 2276.002, Texas Government Code, as amended, the Foundation hereby verifies that the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

***Foreign Terrorists Organizations.*** Pursuant to Chapter 2252, Texas Government Code, the Foundation represents and certifies that, at the time of execution of this Agreement neither the Foundation, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153, Texas Government Code.

***Firearms Discrimination Verification.*** As required by Section 2274.002, Texas Government Code, as amended, the Foundation hereby verifies that the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

***Lonestar Infrastructure Protection Act Verification.*** Pursuant to Chapter 2275 of the Texas Government Code, as amended, and to the extent this Agreement grants to the Foundation direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, the Foundation verifies that neither the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103, Texas Government Code. The term "critical infrastructure" shall have the meaning assigned to such term in Section 2275.0101, Texas Government Code.

- Exhibit A** – the Foundation Property
- Exhibit B** – the RLH Property
- Exhibit C** – Fort Bend Parkway Extension
- Exhibit D** – Grand Parkway Segment C
- Exhibit E** – the Alternate Location
- Exhibit F** – the Interchange Area
- Exhibit G** – the Fort Bend Parkway Extension ROW
- Exhibit H** – the FBP Deed
- Exhibit I** – TxDOT Letter of Support
- Exhibit J** – the Fort Bend Parkway Extension ROW
- Exhibit K** – the GP Deed
- Exhibit L** – County Dedication Agreement
- Exhibit M** – TxDOT Dedication Agreement
- Exhibit N** – Foundation Access

**[SIGNATURES COMMENCE ON FOLLOWING  
PAGE]**

IN WITNESS WHEREOF, the Fort Bend County Commissioners Court has approved and the Parties hereto have executed this Agreement to be effective as this 28 day of May, 2024.

**FORT BEND COUNTY, TEXAS**

ATTEST:

By:


Laura Richard  
Laura Richard, County Clerk



George  
George, County Judge

RESPECTFULLY EXECUTED this 10 day of August, 2024.

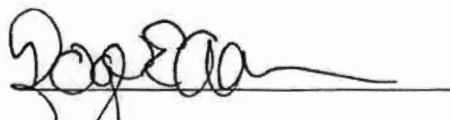
**THE GEORGE FOUNDATION,**  
a Texas charitable trust

By:   
Name: Roger E. Adamson  
Title: CEO

**TEXAS ETHICS COMMISSION FORM 1295**  
**COMPLIANCE**

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS THAT IT (**CHECK THE APPROPRIATE BOX**):

- IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 ON May 24, 2024, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT.

  
REPRESENTATIVE OF BUSINESS ENTITY

# 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**

**Certificate Number:**  
2024-1166039

**Date Filed:**  
05/23/2024

**Date Acknowledged:**  
08/07/2024

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

The George Foundation  
Richmond, TX United States

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

The George Foundation

**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.**

05282024 FBC  
Road Development Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Condrey, James	Missouri City, TX United States	X	
	Ewbank, Stephen	Sugar Land, TX United States	X	
	Magee, Mark	Fulshear, TX United States	X	
	Randall, Thomas	Richmond, TX United States	X	
	Mefford, Ruthanne	Sugar Land, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

RESPECTFULLY EXECUTED this 13 day of May, 2024

**ROSENBERG LAND HOLDINGS  
COMPANY, LLC**, a Texas limited  
liability company

By: 

Name: Daniel K. Signorelli

Title: Manager

**TEXAS ETHICS COMMISSION FORM 1295**  
**COMPLIANCE**

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS THAT IT (**CHECK THE APPROPRIATE BOX**):

- IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 ON   , 2024, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT.

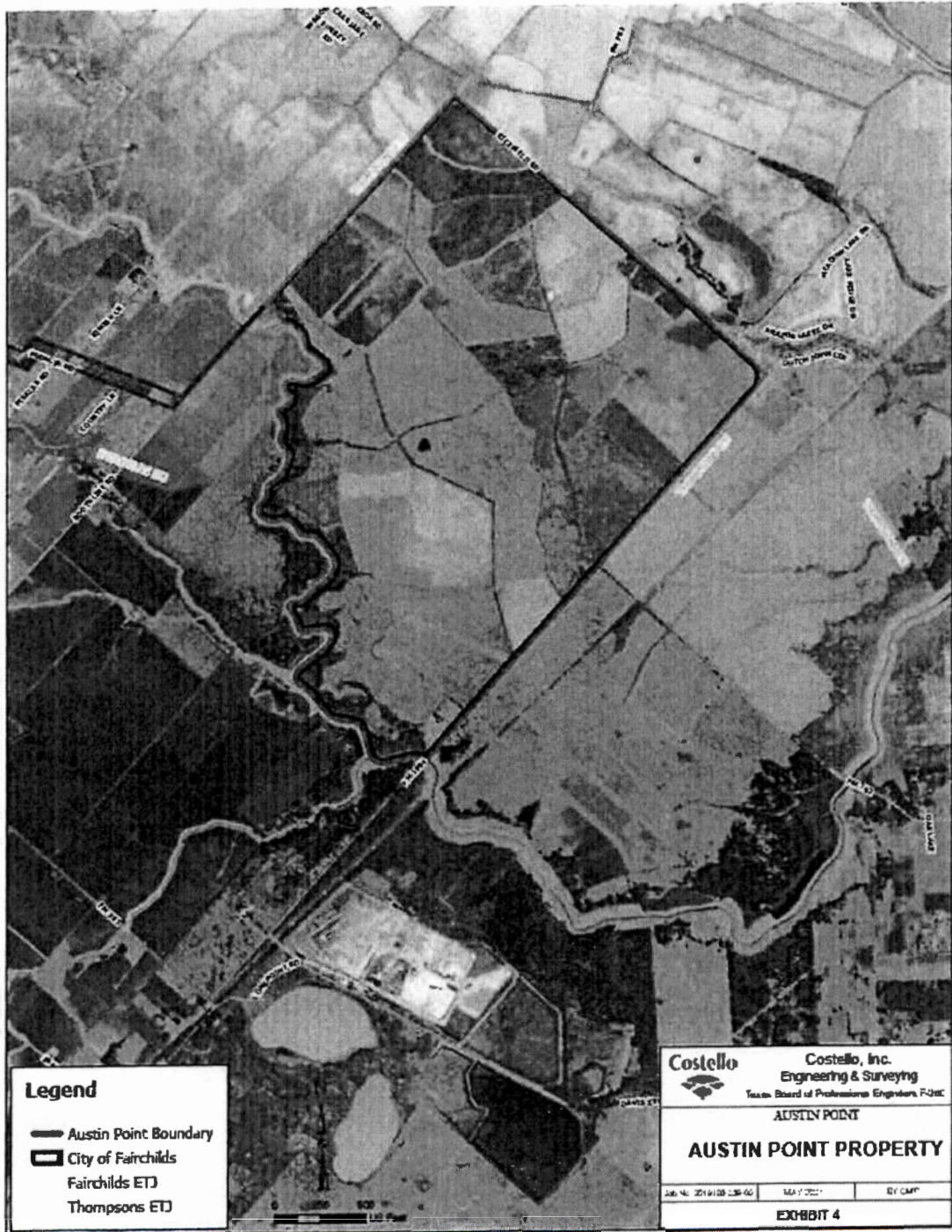
\_\_\_\_\_  
REPRESENTATIVE OF BUSINESS ENTITY



RECORDER'S MEMORANDUM

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EXHIBIT B  
RLH Property

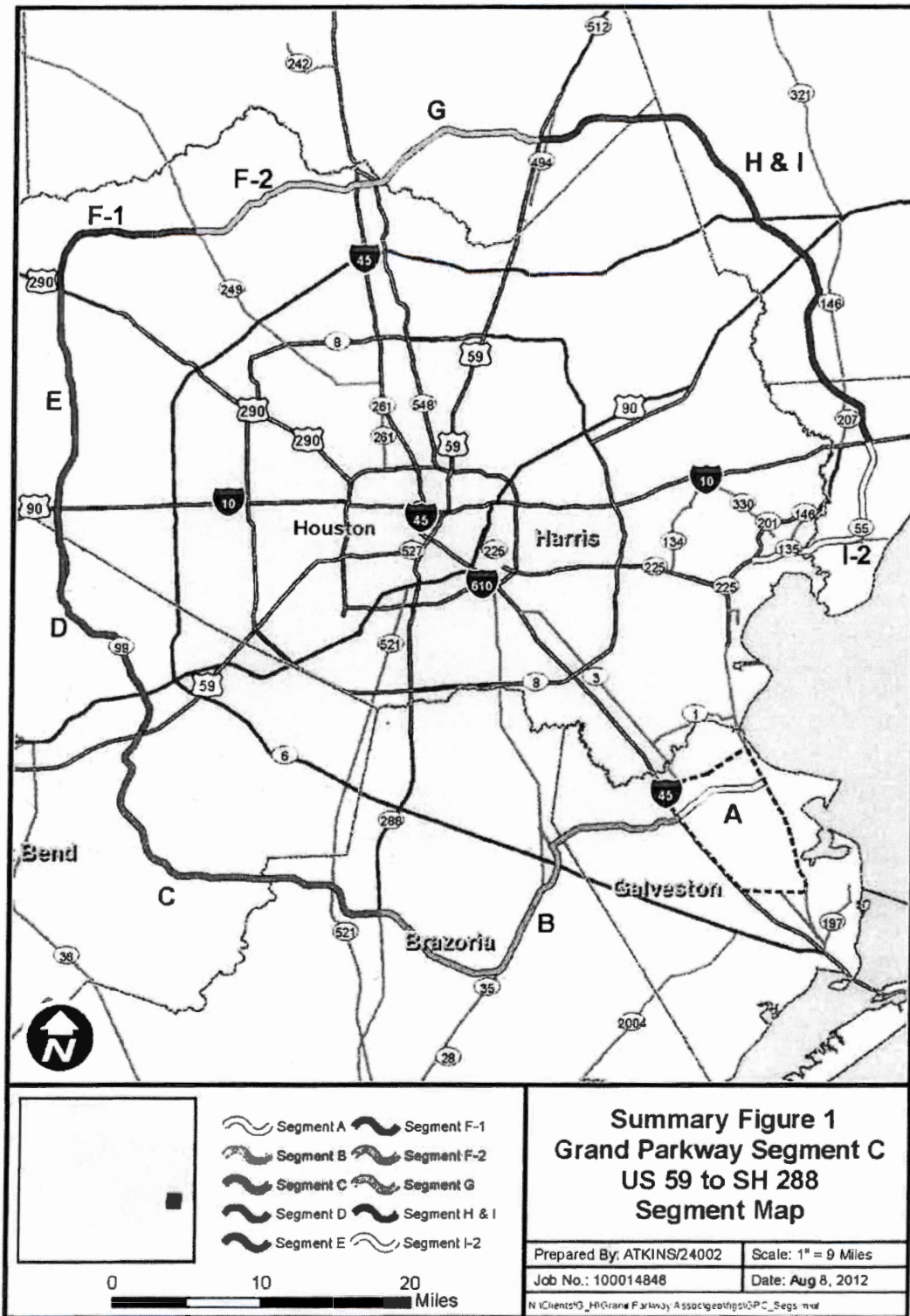


RECORDER'S MEMORANDUM

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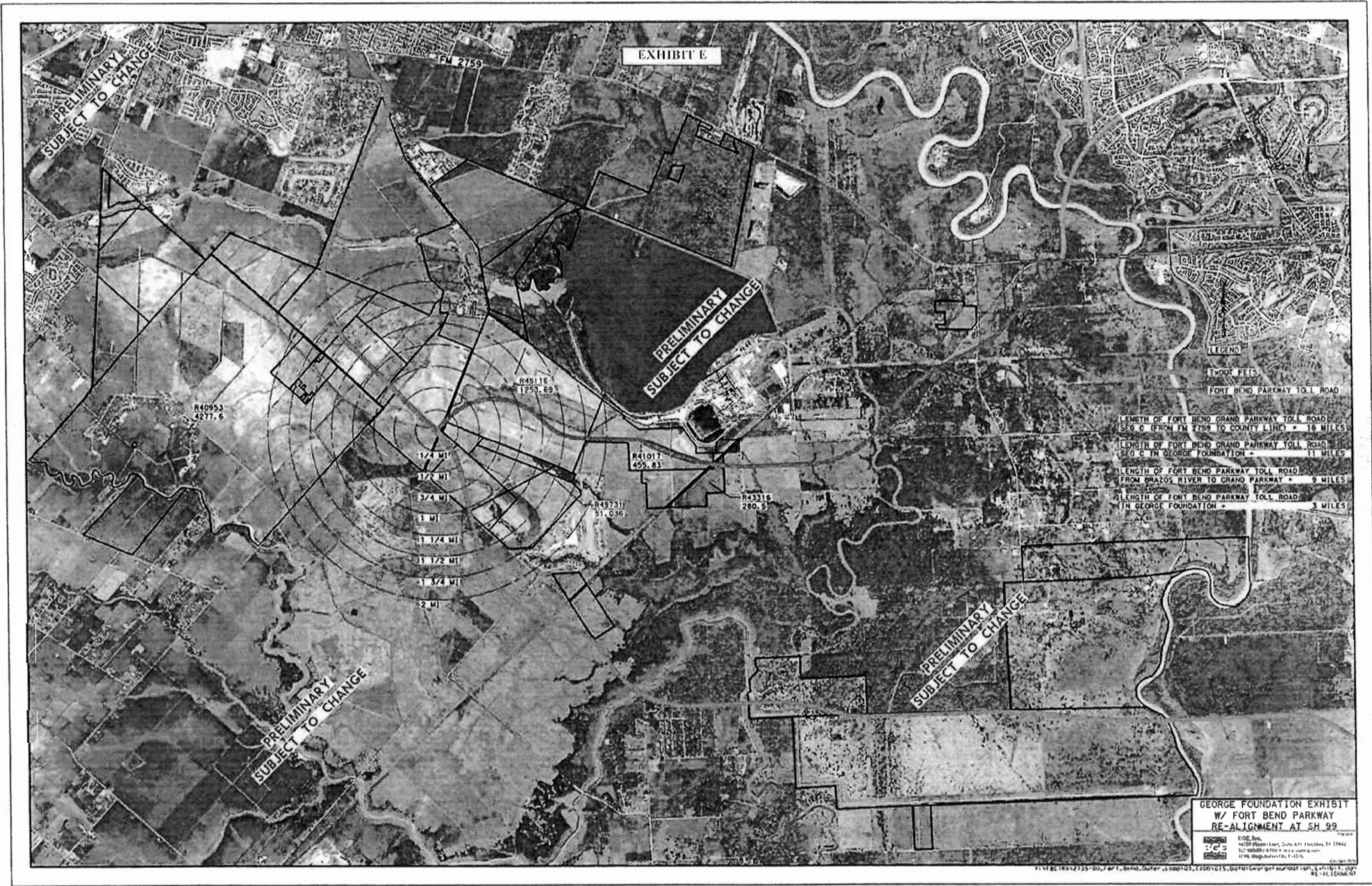


EXHIBIT D



RECORDER'S MEMORANDUM

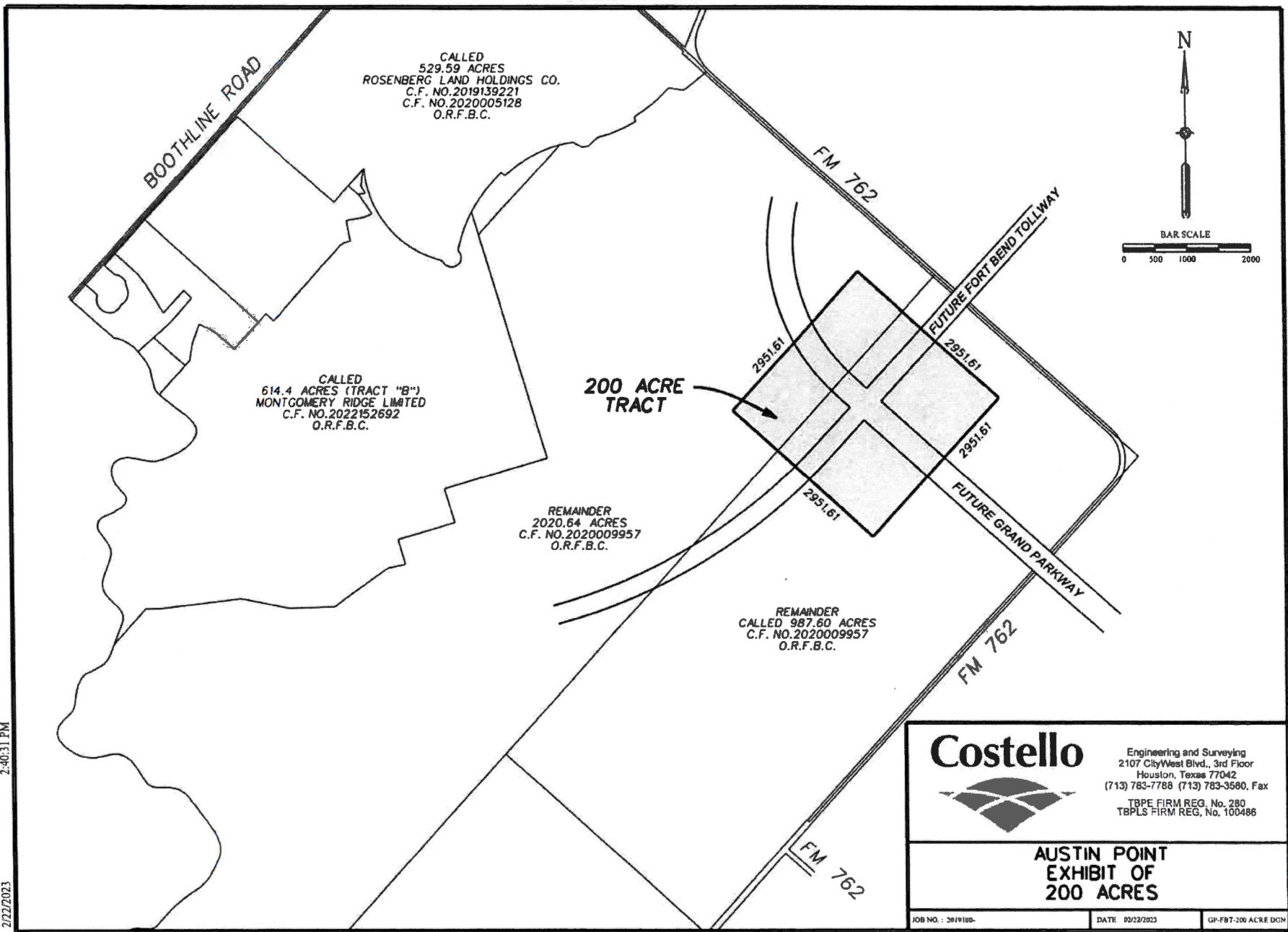
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**RECORDER'S MEMORANDUM**

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**EXHIBIT F**



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**Costello**  
  
 Engineering and Surveying  
 2107 CityWest Blvd., 3rd Floor  
 Houston, Texas 77042  
 (713) 783-7788 (713) 783-3580, Fax  
 TBPE FIRM REG. No. 280  
 TBPLS FIRM REG. No. 100486

**AUSTIN POINT  
EXHIBIT OF  
200 ACRES**

JOB NO. 2019180-      DATE 02/22/2023      GP-FBT-200 ACRE.DGN

**RECORDER'S MEMORANDUM**

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

## **EXHIBIT G**

An approximate 300 foot wide right-of-way and being an approximate length of 3 miles, all as depicted as the proposed extension of the Fort Bend Tollway on Exhibit C attached this Agreement, but only as to the portion of said extension located on The George Foundation Property.

EXHIBIT H

DEED  
(Public Right-of-Way)

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

THE STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND       §

THAT THE GEORGE FOUNDATION, a Texas charitable trust (hereinafter referred to as "Grantor"), for the purpose of a dedication to Grantee (as hereinafter defined), has GRANTED, GIVEN AND CONVEYED, and by these presents does GRANT, GIVE AND CONVEY unto the FORT BEND COUNTY, a political subdivision of the State of Texas, its successors and assigns (hereinafter referred to as "Grantee"), all of that certain tract or parcel of land situated in the Fort Bend County, Texas, as the same are more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (collectively, the "Property").

This Deed and the conveyance hereinabove set forth is made for public use and enjoyment as and for public rights-of-way, together with the right to install, construct, maintain, repair, and operate facilities thereunder for electrical power and telecommunications, gas, water, sanitary sewer, and storm sewer, if any, within the Property.

Further, this Deed is executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and is further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, and all other matters of record in the Official Public Records of Fort Bend County, Texas, to the extent the same are validly existing, applicable to the Property, and enforceable against a political subdivision of the State of Texas (collectively, the "Permitted Encumbrances").

Grantor hereby retains unto itself, its successors and assigns, (i) all of its oil, gas and other mineral interest, if any, in or under and that may be produced from the Property, together with the exclusive right to execute any oil, gas, and/or mineral leases, and together with all royalties, rentals, bonuses, and other payments and consideration from any and all oil and gas leases now or hereafter existing with respect to the Property, and together with all other rights, title and interests appurtenant to the mineral estate and (ii) all rights to groundwater and groundwater leasing of the Property owned by Grantor (collectively, the "Mineral and Groundwater Reservation"). Notwithstanding the foregoing, the Mineral and Groundwater Reservation shall not include any rights to use or access the surface of the Property. Grantor hereby waives the use of the surface of the Property for the development, exploration or production of the oil, gas and other minerals and/or water reserved by Grantor, provided that such surface waiver shall not prevent Grantor from (1) including the Property or some portion thereof within any oil or gas unit or units or (2) exploring for, mining, drilling, producing, or otherwise developing the oil, gas and other minerals and/or water by means of directional drilling or other operations conducted from the surface of other property.

GRANTEE IS TAKING POSSESSION OF THE PROPERTY ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED OF ANY KIND OR NATURE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES, OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,

CONSERVATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE CLEAN AIR ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, THE SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO, OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY), OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES; AND/OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. FOR PURPOSES HEREIN, THE TERM "HAZARDOUS SUBSTANCES" SHALL MEAN AND INCLUDE, WITHOUT LIMITATION, THOSE ELEMENTS OR COMPOUNDS WHICH ARE CONTAINED ON THE LIST OF HAZARDOUS SUBSTANCES ADOPTED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE LIST OF TOXIC POLLUTANTS DESIGNATED BY CONGRESS OR THE ENVIRONMENTAL PROTECTION AGENCY OR UNDER ANY HAZARDOUS SUBSTANCE LAWS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY, AND GRANTEE IS TAKING POSSESSION OF THE PROPERTY PURSUANT TO GRANTEE'S INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND DETERMINATION OF THE VALUE OF THE PROPERTY AND USES FOR WHICH THE PROPERTY MAY BE CONDUCTED, AND NOT PURSUANT TO ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY SUCH INFORMATION AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION.

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

If current ad valorem taxes on the Property have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on the period of ownership.

When the context requires, singular nouns and pronouns include the plural.

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

Grantee's address is 301 Jackson Street, Richmond, Texas 77469.

*[Signature pages follow this page.]*

EXECUTED by Grantor on the date set forth in the acknowledgment below, but EFFECTIVE as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date").

**GRANTOR:**

**THE GEORGE FOUNDATON,**  
a Texas charitable trust

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of THE GEORGE FOUNDATION, on behalf of said Texas charitable trust.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the Effective Date.

**GRANTEE:**

**FORT BEND COUNTY, TEXAS**

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

Name: KD George

Title: County Judge

**ATTEST:**

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

Name: Laura Richard

Title: Fort Bend County clerk



THE STATE OF TEXAS

§

COUNTY OF Fort Bend

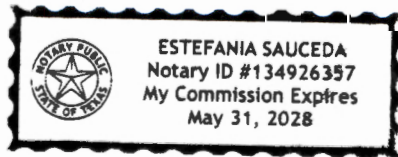
§

§

This instrument was acknowledged before me on this 6 day of August, 2024, by Estefania Saucedo, of FORT BEND COUNTY, a political subdivision of the State of Texas, on behalf of said home rule city.

(NOTARY SEAL)

Notary Public, State of Texas



**Attachment:**

Exhibit A - Legal Description of the Property

**After Recording, Please Return To:**

Fort Bend County Engineering  
301 Jackson Street  
Richmond, Texas 77469

**Exhibit A**  
**Description of the Property**

## EXHIBIT I

\_\_\_\_\_, 2024

Eliza Paul, P.E.  
District Engineer, Houston District Texas Department of Transportation 7600  
Washington Avenue  
Houston, Texas 77007

**Re: Unanimous Support of Location of Segment C of the Grand Parkway (SH 99)  
in Fort Bend County (the "County")**

Dear Ms. Paul:

Fort Bend County, The George Foundation (the "Foundation"), and Rosenberg Land Holdings Company, LLC ("RLH") are eager to move forward cooperatively with the development of Segment C of the Grand Parkway so that our citizens will receive the benefits of this critical transportation project in a timely manner. We are sending this letter to reiterate the County's requests to TXDOT contained in its June 28, 2022 correspondence to you. As a reminder, Fort Bend County, the Foundation, and RLH (the "Parties") are committed to supporting the alignment of the proposed interchange of Grand Parkway Segment C with the proposed Fort Bend Parkway Toll Road as shown on **Exhibit A**, subject to the terms of the RDA (as defined below) and TXDOT's ultimate reevaluation confirming that this is an environmentally acceptable location.

It is important to note that Fort Bend County, the Foundation, and RLH are now in agreement with the proposed interchange's alignment. Specifically, the Parties have entered into that certain Road Development Agreement dated \_\_, 2024 (the "RDA") whereby each have agreed, subject to the terms of the RDA, to take all commercially reasonable efforts, including the Parties' dedication of the necessary right-of-way, to support and assist TXDOT's efforts to fund the design, acquisition and dedication of right-of-way by the Foundation and RLH quickly complete the reviews and approvals necessary to proceed with the slightly revised alignment. Additionally, Fort Bend County has entered into agreements with both the Foundation and RLH which provide for financing mechanisms to support the proposed improvements at an agreed-upon interchange location, providing further evidence of the unanimous consensus as to the proposed interchange's alignment, funding, and construction.

**The Parties jointly request TXDOT to move forward expeditiously with obtaining the funding for Segment C of the Grand Parkway and thereafter, the reviews and**

**approvals necessary to support the updated alignment so that there is no further delay in the approval process for Grand Parkway Segment C.**

Collectively, the Parties are united in the hope that the State of Texas will ensure Grand Parkway Segment C is prioritized in the upcoming State Legislative Session for funding and construction. Ultimately, the timely construction of Grand Parkway Segment C will provide for thousands of jobs, unlock future areas for further growth, provide a much-needed hurricane evacuation route, and create a massive economic benefit to the region and the State.

The Parties respectfully request TXDOT proceed to obtain for Segment C Grand Parkway and thereafter, complete its technical reevaluation on the altered portion of Grand Parkway Segment C as soon as possible, consistent with the County's Major Thoroughfare Plan. **Upon the reevaluation's confirmation of the alignment of Grand Parkway Segment C to be consistent with the current Fort Bend County Major Thoroughfare Plan, the County will effectuate the transfer of Primacy to TXDOT pursuant to State law and to take all reasonable and necessary actions to effectuate such transfer at the earliest practical date.**

Please note that Fort Bend County is in receipt of funds from RLH sufficient to finance any necessary environmental reevaluation associated with the proposed interchange location, but cannot proceed until TXDOT provides its approval.

Cc: Laura Ryan, Texas Transportation Commissioner

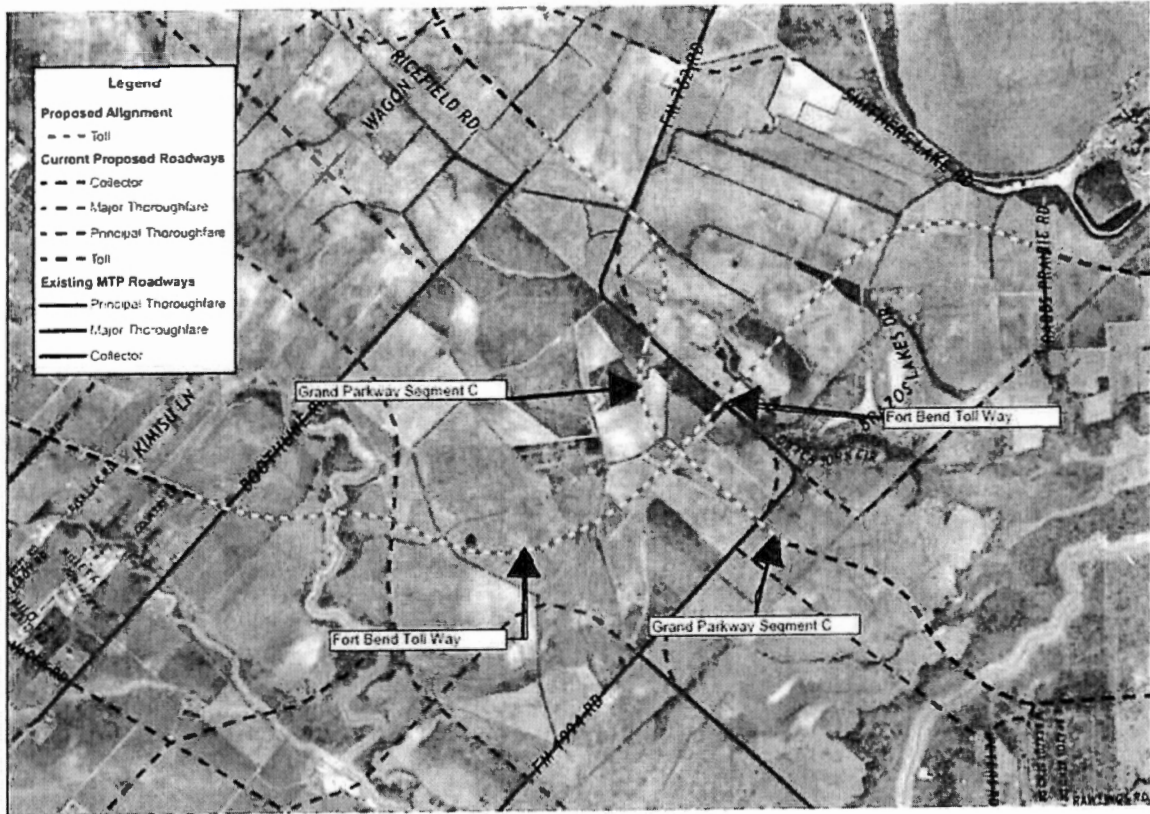
Sincerely,

<b>FORT BEND COUNTY</b>
_____
KP George, County Judge
_____
Vincent M. Morales, Jr., Commissioner, Precinct 1
_____
Grady Prestage, Commissioner, Precinct 2
_____
W.A. "Andy" Meyers, Commissioner, Precinct 3
_____
Dexter L. McCoy, Commissioner, Precinct 4

<b>ROSENBERG LAND HOLDINGS COMPANY, LLC</b>
By: _____
Name: _____
Title: _____

<b>THE GEORGE FOUNDATION</b>
By: _____
Name: _____
Title: _____

EXHIBIT A



RECORDER'S MEMORANDUM

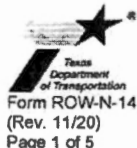
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

## **EXHIBIT J**

An approximate 300 foot wide right-of-way and being an approximate length of 11 miles, all as depicted as Grand Parkway Segment C on Exhibit D attached this Agreement, but only as to the portion of said segment located on The George Foundation Property.

EXHIBIT K

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



**SPECIAL WARRANTY DEED**

**TxDOT ROW CSJ:**

**TxDOT Parcel ID:**

**Grantor(s), whether one or more:**

The George Foundation, a Texas charitable trust

**Grantor's Mailing Address (including county):**

301 Morton Street, PMB Suite C  
Richmond, Texas 77469  
Fort Bend County

**Grantee:**

The State of Texas, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

c/o Texas Department of Transportation  
125 East 11<sup>th</sup> Street  
Austin, Texas 78701  
Travis County

**Consideration:**

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

**Property:**

All of that certain tract or parcel of land in Fort Bend County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, encumbrances for taxes and assessments (other than liens and conveyances), and all other matters presently of record in the Official Public Records of Fort Bend County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor hereby retains unto itself, its successors and assigns, (i) all of its oil, gas and other mineral interest, if any, in or under and that may be produced from the Property, together with the exclusive right to execute any oil, gas, and/or mineral leases, and together with all royalties, rentals, bonuses, and other payments and consideration from any and all oil and gas leases now or hereafter existing with respect to the Property, and together with all other rights, title and interests appurtenant to the mineral estate and (ii) all rights to groundwater and groundwater leasing of the Property owned by Grantor (collectively, the "Mineral and Groundwater Reservation"). Notwithstanding the foregoing, the Mineral and Groundwater Reservation shall not include any rights to use or access the surface of the Property. Grantor hereby waives the use of the surface of the Property for the development, exploration or production of the oil, gas and other minerals and/or water reserved by Grantor, provided that such surface waiver shall not prevent Grantor from (1) including the Property or some portion thereof within any oil or gas unit or units or (2) exploring for, mining, drilling, producing, or otherwise developing the oil, gas and other minerals and/or water by means of directional drilling or other operations conducted from the surface of other property.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit:

Grantor covenants and agrees to remove the Retained Improvements from the Property by \_\_\_\_ day of 20\_\_, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility to be constructed within the Property shall be permitted. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

**GRANTEE IS TAKING POSSESSION OF THE PROPERTY ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED OF ANY KIND OR NATURE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES, OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, CONSERVATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE CLEAN AIR ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, THE SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO, OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY), OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES; AND/OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. FOR PURPOSES HEREIN, THE TERM "HAZARDOUS SUBSTANCES" SHALL MEAN AND INCLUDE, WITHOUT LIMITATION, THOSE ELEMENTS OR COMPOUNDS WHICH ARE CONTAINED ON THE LIST OF HAZARDOUS SUBSTANCES ADOPTED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE LIST OF TOXIC POLLUTANTS DESIGNATED BY CONGRESS OR THE ENVIRONMENTAL PROTECTION AGENCY OR UNDER ANY HAZARDOUS SUBSTANCE LAWS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY, AND GRANTEE IS TAKING POSSESSION OF THE PROPERTY PURSUANT TO GRANTEE'S INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND DETERMINATION OF THE VALUE OF THE PROPERTY AND USES FOR WHICH THE PROPERTY MAY BE CONDUCTED, AND NOT PURSUANT TO ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY SUCH INFORMATION AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION.**

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant

and Forever Defend all and singular the Property to Grantee and Grantee's 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, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

**GRANTOR:**

THE GEORGE FOUNDATION,  
a Texas charitable trust

\_\_\_\_\_

---

Acknowledgment

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_, \_\_\_\_\_ The  
acknowledging person personally appeared by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

\_\_\_\_\_  
Notary Public's Signature

---

Corporate Acknowledgment

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_,  
of \_\_\_\_\_  
, a \_\_\_\_\_, on behalf of said entity. The  
acknowledging person personally appeared by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

---

Notary Public's Signature

AFTER RECORDING, RETURN TO:

EXHIBIT L

**DEDICATION AGREEMENT REGARDING PUBLIC ROADWAY  
BETWEEN  
THE GEORGE FOUNDATION  
AND  
FORT BEND COUNTY**

This Dedication Agreement Regarding Public Roadway (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between Fort Bend County, a political subdivision of the State of Texas (the "County") and the George Foundation, a Texas charitable trust (the "Foundation"). The County and the Foundation may be individually referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the Foundation owns approximately 19,500 acres of generally undeveloped land in the County (the "Foundation Property"); and

WHEREAS, the County is a political subdivision of the State of Texas and the Commissioners' Court of the County, acting in its capacity as the governing body of the County, is authorized by law to regulate the construction of certain infrastructure within the jurisdictional limits of the County; and

WHEREAS, the County, or an instrumentality of the County, is planning the design and construction of the Fort Bend Parkway Extension (hereinafter defined), a portion of which traverses the Foundation Property. As used herein, the term "Fort Bend Parkway Extension" shall mean the tollway construction project extending the connectivity of the Fort Bend Parkway from its current terminus to the Village of Fairchilds. The design, land acquisition related to, and construction of the Fort Bend Parkway Extension shall be hereafter referred to as the "Toll Road Improvements"; and

WHEREAS, the County currently does not have funds available for acquisition of the right-of-way ("Right-of-Way") for the Toll Road Improvements; and

WHEREAS, the County is authorized to accept dedications subject to conditions pursuant to Section 81.032 of the Texas Local Government Code; and

WHEREAS, the Foundation is willing to dedicate the right of way for the portion of the Fort Bend Parkway Extension located on the Foundation Property to the County (the "Dedication") for the purpose of the County's acquisition and construction of the Right-of-Way for the Toll Road Improvements, provided the conditions described herein are met; and

WHEREAS, the acquisition of the Right-of-Way and construction of and the Toll Road Improvements will be for the use and benefit of the general public and will improve regional mobility in the County; and

WHEREAS, in addition to the Fort Bend Parkway Extension, the County, or an instrumentality of the County or the State, is planning the design and construction of an extension of the Grand Parkway Segment "C" (hereinafter defined), a portion of which traverses the Foundation Property. As used herein, the term "Grand Parkway Segment C" shall mean the tollway construction project extending the Grand Parkway (SH 99) through the County; and

WHEREAS, the County's Major Thoroughfare Plan ("MTP") reflects the alignment of the Fort Bend Parkway Extension and Grand Parkway Segment C, and the Parties agree that the construction of Grand Parkway Segment C will be for the use and benefit of the general public and will improve regional mobility in the County, and should be constructed as soon as practicable; and

WHEREAS, the Foundation, the County, and Rosenberg Land Holdings Company, LLC ("RLH") have entered into that certain Road Development Agreement dated \_\_, 2024 (the "RDA") whereby each have agreed, subject to the terms of the RDA, to take all commercially reasonable efforts to obtain any and all regulatory approvals, including but not limited to the Texas Department of Transportation's ("TxDOT") to complete the reviews and approvals necessary to proceed with the revised alignment, all as more particularly set forth in the RDA; and

WHEREAS, the RDA outlines certain obligations of the County to fund the costs of the acquisition of the Right-of-Way and the Foundation's obligations to dedicate such acreage as described herein; and

WHEREAS, the Parties understand that the proposed Dedication described herein is intended to expedite the construction of both the Fort Bend Parkway Extension and Grand Parkway Segment C and comply with the Parties' obligations contained in the RDA; and

WHEREAS, the Commissioners' Court desires to accept on behalf of the Court the Dedication pursuant to the terms and conditions set forth herein.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties contract and agree as follows:

## RIGHT OF WAY DEDICATION

Section 1.01. Dedication. The Parties acknowledge that this Agreement shall be executed sixty (60) days following the effective date of the RDA, and the Foundation agrees, within sixty (60) days of the County Alignment Notice (as defined in the RDA), to deliver in escrow to the Title Company (as defined in the RDA) for the benefit of the County, a special warranty deed in a form substantially similar to the form attached hereto as Exhibit A, conveying, the parcels of land necessary for the implementation of the Toll Road Improvements (the "Deed"), said conveyance being subject to the following Dedication Conditions.

Section 1.02. Dedication Conditions. The Title Company shall not release and the County shall not accept, execute or record the Deed until the completion of each of the following conditions and the Foundation has timely received the County Conditions Notice (as defined in the RDA) and has not objected to the same within ten (10) days thereafter, all as more particularly set forth in Section 2.5 of the RDA :

1. Grand Parkway Segment C is placed in and remains in TxDOT's Unified Transportation Program ("UTP"), it being acknowledged that Grand Parkway Segment C is currently in the 2024 UTP;
2. RLH and the County successfully completes the realignment of the Grand Parkway Segment C in a manner that is consistent with the MTP or otherwise agreed to by the Parties, it being acknowledged that RLH has deposited the funds with the County for said realignment study;
3. TxDOT completes an investment grade traffic and revenue study affirmatively demonstrating project feasibility for the Grand Parkway Segment C or TxDOT provides written evidence of financial feasibility from other revenues or funds available to TxDOT, it being acknowledged the traffic and revenue study has been commenced;
4. The legal and jurisdictional responsibilities for financing, designing, constructing, and operating Grand Parkway Segment C have been relinquished to and assumed by TxDOT and TxDOT has agreed to the Foundation Access (as defined in the RDA); and
5. The County has acquired, commenced condemnation proceedings, or otherwise taken possession of all rights-of-way located outside the Foundation Property necessary to complete the Fort Bend Parkway Extension

Section 1.03. Payment for Dedication. The County agrees that it shall pay the Foundation for the Right-of-Way in the amount and manner agreed to in the RDA.

Section 1.04. Dedication Adjustment. Should an adjustment to the Right-of-Way be necessary to comply with the final location of the Right-of-Way, as determined by the County, the Foundation shall, within sixty (60) days of its receipt of written notice from the County, submit to the County a revised and executed Deed to depict the final description of the parcels necessary for the Right-of-Way. Such revised Deed shall only be recorded upon the completion of the conditions outlined in Section 1.02 above.

## MISCELLANEOUS

Section 2.01. Recitals Confirmed. The matters set forth above in the Recitals of this Agreement are found to be true and correct and constitute the agreement of the Parties.

Section 2.02. Representations. Each Party represents that it has the full legal authority to enter into this Agreement and that the person signing below on behalf of each Party has full authority to bind such Party by executing this Agreement.

Section 2.03. No Partnership or Joint Venture. This Agreement shall not be deemed to create a partnership or joint venture of any sort between the Parties.

Section 2.04. Successors. This Agreement shall be binding upon the successors or assigns of the Parties upon notice to the other party.

Section 2.05. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and the public generally and their respective legal successors and assigns, and shall not be construed to confer any benefit or right upon any other party.

Section 2.06. Interpretations. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. The Parties agree that this Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not authorize the Agreement. Nothing in this Agreement shall be construed to violate any state or federal statutory provision or any provision of the state or federal Constitutions and all acts done pursuant to this Agreement shall be performed in such manner as to conform thereto whether expressly provided or not.

Section 2.07. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 2.08. Notices and Addresses. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (a) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (b) by delivering the same in person to such party; or (c) by sending same by facsimile. Notice given by mail shall be effective three (3) days after deposit in the United States mail, and notice delivered in person or sent by facsimile shall be effective upon receipt. For the purpose of notice, addresses and facsimile numbers of the Parties shall, until changed as hereinafter provided, be as follows:

If to the Foundation: The George Foundation

Attention: Roger Adamson

301 Morton Street, PMB Suite C  
Richmond, Texas 77469

Email: [roger@thegeorgefoundation.org](mailto:roger@thegeorgefoundation.org)

with copy to: Schwartz, Page & Harding, L.L.P.

Attention: Howard Cohen

1300 Post Oak Blvd., Suite 2400

Houston, Texas 77056

Email:

[hcohen@sphllp.com](mailto:hcohen@sphllp.com)

If to County: Fort Bend County, Texas

Attention: County Judge

401 Jackson Street

Richmond, Texas 77469

with copy to: Fort Bend County

Attention: County

Engineer

301 Jackson Street, 4th Floor

Richmond, Texas 77469

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

**Section 2.09. Entire Agreement; Modification; Exhibits.** This Agreement is the entire agreement between the Parties concerning the Donation and other matters covered hereby, and there are no prior effective representations, warranties, or agreements among the Parties with respect thereto. No modification hereof or subsequent agreement relative to this Agreement shall be binding on any Party unless reduced to writing and signed by all of the Parties. The exhibits attached hereto are incorporated herein by reference for all purposes.

**Section 2.11. Statutory Verifications.**

***Anti-Boycott Verification.*** As required by Chapter 2271, Texas Government Code, as amended, the Foundation hereby verifies that the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of

this Agreement. The term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

As required by 2276.002, Texas Government Code, as amended, the Foundation hereby verifies that the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

***Foreign Terrorists Organizations.*** Pursuant to Chapter 2252, Texas Government Code, the Foundation represents and certifies that, at the time of execution of this Agreement neither the Foundation, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153, Texas Government Code.

***Firearms Discrimination Verification.*** As required by Section 2274.002, Texas Government Code, as amended, the Foundation hereby verifies that the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

***Lonestar Infrastructure Protection Act Verification.*** Pursuant to Chapter 2275 of the Texas Government Code, as amended, and to the extent this Agreement grants to the Foundation direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, the Foundation verifies that: neither the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103, Texas Government Code. The term "critical infrastructure" shall

have the meaning assigned to such term in Section 2275.0101, Texas Government Code.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

**[SIGNATURES COMMENCE ON FOLLOWING  
PAGE]**

IN WITNESS WHEREOF, the Fort Bend County Commissioners Court has approved and the Parties hereto have executed this Agreement to be effective as this day of August 6, 2024.

FORT BEND COUNTY, TEXAS

By: KP George  
KP George, County Judge

ATTEST:

By: Laura Richard  
Laura Richard, County  
Clerk



RESPECTFULLY EXECUTED this \_ day of \_\_\_\_\_, 2024.

THE GEORGE FOUNDATION,  
a Texas charitable trust

By:

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

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

**TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE**

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS THAT IT (**CHECK THE APPROPRIATE BOX**):

- IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 ON \_\_\_\_\_, 2024, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT.

\_\_\_\_\_  
REPRESENTATIVE OF BUSINESS ENTITY

EXHIBIT M

Date:

The George Foundation  
Attention: Roger Adamson  
301 Morton Street, PMB Suite C  
Richmond, Texas 77469

County: Fort Bend County

Highway No.:  
Location:  
Project No.:  
ROW CSJ No.:  
District:  
Parcel No.:

Dear Mr. Adamson:

The George Foundation (the "Foundation") has indicated a willingness, subject to the terms of that certain Road Development Agreement dated \_\_\_\_\_, 2024 (the "RDA") between The Foundation, Fort Bend County, Texas and Rosenberg Land Holding Company, LLC to sign and deliver a deed to the Title Company (as defined in the RDA) for a portion of the Foundation's property required for Grand Parkway Segment C, which consists of \_\_\_\_\_ acres of land located in Fort Bend County within the 19,500 acres currently owned by the Foundation (the "Foundation Property").

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment equal to the fair market value (as determined by an appraiser selected by the mutual agreement) at the time the GP Deed is tendered to TxDOT which shall not be less than \$80,000 per acre plus interest at six percent (6%) accruing from the date of the deed, as herein agreed and in the RDA, will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the Foundation have agreed to the following provisions.

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with the Foundation. The Foundation shall bear all risk of loss to any and all such property prior to such payment. Either the Foundation or TxDOT shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to the Foundation, will pay the cost of recording all instruments conveying title to the State.

The Title Company shall not release and TxDOT shall not accept, execute or record the deed until the completion of each of the following conditions and the Foundation has timely received the County Conditions Notice (as defined in the RDA) and has not objected to the same within ten (10) days thereafter, all as more particularly set forth in Section 2.5 of the RDA

:

1. Grand Parkway Segment C is placed on and remains on TxDOT's Unified Transportation Plan ("UTP"), it being acknowledged that Grand Parkway Segment C is currently on the 2024 UTP;
2. Fort Bend County (the "County") successfully completes the realignment of the Grand Parkway Segment C in a manner that is consistent with its current Major Thoroughfare Plan, or as otherwise agreed to by the County;
3. TxDOT completes an investment grade traffic and revenue study demonstrating project feasibility for the Grand Parkway Segment C, it being acknowledged the same has been commenced, or other confirmation of financial feasibility consistent with TxDOT's standards;
4. TxDOT has assumed the legal, jurisdictional, and operational responsibilities for financing, designing, and constructing Grand Parkway Segment C;
5. The County has acquired, commenced condemnation proceedings, or otherwise taken possession of all rights-of-way located outside the Foundation Property necessary to complete the Fort Bend Parkway Extension; and
6. TxDOT is diligently pursuing the ultimate development of Grand Parkway Segment C, including, right-of-way acquisition, design and schematics in a manner demonstrating the project is progressing.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed the State will proceed with the issuance of a State warrant which will be made out jointly to the Foundation and to \_\_\_\_\_, agent for \_\_\_\_\_.

This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

\_\_\_\_\_  
Right of Way Manager, Date  
Texas Department of Transportation

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance.*"

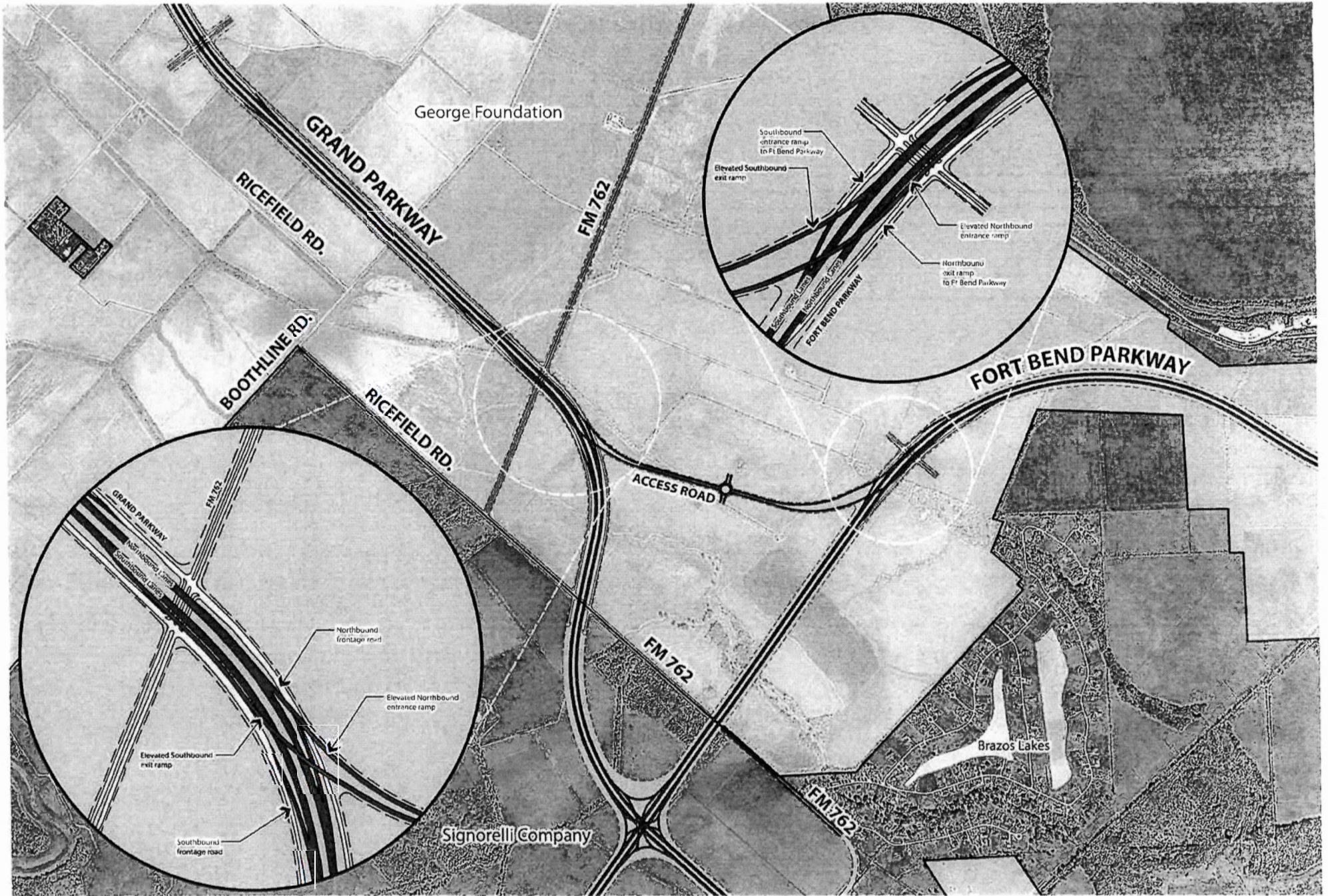
I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Prepared for  
**GEORGE FOUNDATION**

**RECORDER'S MEMORANDUM**

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

**EXHIBIT N**  
 An Alignment Study for  
**GEORGE RANCH**  
 Thompsons, Texas  
 Project #: 2051-15001

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN FORT BEND COUNTY AND  
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 239**

This First Amendment to the Agreement (the “Amendment”) is entered into by and between **Fort Bend County** (the “County”), a body corporate and politic under the laws of the State of Texas, by and through its Commissioners Court, and **Fort Bend County Municipal Utility District No. 239**, a conservation and reclamation district essential to accomplish the purposes of Section 59, Article XVI of the Texas Constitution and operating pursuant to Chapter 8080, Special District Local Laws Code and Chapters 49 and 54 of the Texas Water Code, as amended (the “District”).

**RECITALS**

WHEREAS, the County and the District entered into that certain Agreement dated October 12, 2022 providing for economic development in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381, Texas Local Government Code (the “Original Agreement”); and

WHEREAS, the County and the Developer (as such term is defined in the Original Agreement) have entered into an agreement with the landowner contiguous to the Service Area, The George Foundation, a Texas charitable trust (“the **Foundation**”), to provide for the funding of certain of the Toll Road Improvements (the “**RDA**”); and

WHEREAS, in addition to the RDA and in an effort to facilitate the construction of the Fort Bend Parkway Extension and Grand Parkway Segment C, the County has executed that certain Agreement with the Foundation, dated contemporaneously with the execution of this Amendment, providing for economic development in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381, Texas Local Government Code (the “**Foundation EDA**”); and

WHEREAS, the County and the District now desire to amend the Original Agreement in order to reflect the parties’ mutual understanding related to certain obligations with regards to the Service Area and the successful implementation of the RDA; and

WHEREAS, the County and the District have agreed to revise certain terms related to the Service Area and the District Annual Payment related to a specific portion of the Service Area described herein as the “Interchange Area,” and further described as **Exhibit D**; and

WHEREAS, the County and the District have determined that such modifications are necessary for the efficient development of the Service Area, and will bring positive economic impact to the County and the District through the timely development and

diversification of the economy, the attraction of new businesses, and the retention of growth of tax revenue.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, agree as follows:

1. **Adoption of Recitals.** The parties agree that all representations and matters stated in the recitals of this Amendment are true and correct and the same are hereby incorporated into the body of this Amendment by this reference for all purposes.

2. **Capitalized Terms.** Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given them in the Original Agreement.

3. **Definitions and Terms.** The following definitions are hereby added to Section 2 of the Original Agreement, "Definitions and Terms," and shall be included for all purposes in the Original Agreement:

k. **"Foundation"** means The George Foundation, a Texas charitable trust.

l. **"Foundation EDA"** means that certain Agreement with the Foundation dated \_\_\_\_\_, providing for economic development in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381, Texas Local Government Code

m. **"Interchange Annual Payment"** means a sum of money payable by the County to the District and the Foundation equal to 75% of the Tax Increment collected solely over the Interchange Area (defined herein). The County shall remit 50% of the Interchange Annual Payment to the District, and shall remit the remaining 50% of the Interchange Annual Payment to the Foundation pursuant to the Foundation EDA. Such remittances will be utilized by the Foundation consistent with Section 5(d) of the Foundation EDA, and shall be utilized by the District consistent with Section 5(c) of this Agreement. The calculation of the Interchange Annual Payment will be without regard to any future abatement or rebate (pursuant to an economic development agreement, abatement or otherwise) of any portion of such taxes granted by the County. Section 6 of this Agreement and the Foundation EDA does not apply to revenues generated within the Interchange Area, and proceeds funding the Toll Road Payment to FBCTRA will be generated within the remainder of the Service Area, excluding the Interchange Area. The Interchange Annual Payment shall not be included within the definition of the District Annual Payment.

n. **"Interchange Area"** means that certain acreage of the Service Area described on Exhibit D.

4. **Section 6. Funding of the Toll Road Improvements.** Section 6.a of the Original Agreement is hereby amended to add the following sentence:

Notwithstanding the foregoing, the revenues funding the Toll Road Payment within the Interchange Area shall be generated within the remainder of the Service Area, excluding the Interchange Area. The Interchange Annual Payment shall be separate and apart from the Toll Road Payment, and shall be excluded from the calculation of the Toll Road Payment

5. **Term.** Section 8.a of the Original Agreement is hereby deleted in its entirety, and replaced as follows:

**Term.** This Agreement will be in full force and effect through the tax year ending December 31, 2053, unless this Agreement is (i) the District delays the District Annual Payment relative to any Increment Zone, in which case the term of the Agreement shall be extended for the duration of such Increment Zone or Zones, as the case be, or (ii) terminated earlier, provided that the County's obligation to pay the District Annual Payment, for the tax years ending December 31, 2053, and prior will continue to extend through December 31, 2054, as the County collects its tax revenues for real property within the Service Area. Notwithstanding the foregoing, this Agreement's Term shall be in full force and effect through the duration of any Increment Zone.

6. **Entire Agreement.** Except as specifically amended in this Amendment, the Original Agreement shall remain in full force and effect in accordance with its original terms and conditions. This Amendment only modifies the Original Agreement with regards to the use of the Tax Increment generated and collected within the Interchange Area, as well as the Original Agreement's Term. This provisions of this Amendment with regards to the Interchange Area or the Interchange Annual Payment shall not be amended without the express written consent of both the County and the Foundation.

IN WITNESS WHEREOF each of the parties has caused this Amendment to be executed by its duly authorized representative in multiple original copies, each of equal dignity, on the date or dates indicated below.

*[Signature pages follow.]*

EXECUTED on this 6 day of August 2024.

<p>FORT BEND COUNTY, TEXAS</p> <p><u>KP George</u> KP George, County Judge</p> <p>Date: <u>August 6, 2024</u></p> <p>ATTEST:</p> <p>By: <u>Laura Richard</u> Laura Richard, County Clerk</p>	<p>FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 239</p> <p>_____ President, Board of Directors</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____ Secretary, Board of Directors</p>
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**AGREEMENT BETWEEN FORT BEND COUNTY AND  
JOHNSON DEVELOPMENT ENTITY**

This agreement (“Agreement”) is made and entered into by and between **Fort Bend County** (the “County”), a body corporate and politic under the laws of the State of Texas, by and through its Commissioners Court, and **Johnson Development Entity** (the “Developer”). The County and the Developer are referred to herein collectively as the “Parties” and individually as a “Party.”

**1. General Scope of the Agreement**

- a. The Parties hereby agree to establish a program for economic development in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381, Texas Local Government Code (“**Chapter 381**”), under which the County has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the County.
- b. Developer intends to construct, or cause to be constructed, a master planned community to serve approximately 1,500 acres (the “**Service Area**”), with such property described further on **Exhibit “A”**.
- c. The Parties wish to provide for the financing of certain road and related improvements in aid of such road improvements consistent with the current Major Thoroughfare Plan of Fort Bend County (the “**MTP**”) for the Fort Bend County Toll Road Authority (“**FBCTRA**”) projects associated with specified segments of the Fort Bend Parkway and/or Grand Parkway (Segment C) extensions that will provide a benefit to Service Area. The design, land acquisition related to, and construction of the Fort Bend Parkway on an interim basis that provides access and mobility from the Service Area to the Brazos River shall be hereafter referred to as the “**Fort Bend Parkway Improvements.**”
- d. The County and the Developer do hereby find and determine that the Fort Bend Parkway Improvements and the development of land will bring positive economic impact to the County and the Developer through the timely development and diversification of the economy, the attraction of new businesses, and the retention of growth of tax revenue. The County does hereby find and determine that the Fort Bend Parkway Improvements will provide a public benefit to the County and its residents.
- e. The County does hereby find and determine that this Agreement, and each and every one of the Fort Bend Parkway Improvements, promotes economic development in the County and, as such, meets the requirements of Chapter 381 and further, is in the best interests of the County and the

Developer.

- f. The Developer finds that in addition to the public benefits provided to the County and its residents that this Agreement, the Fort Bend Parkway Improvements, and the development facilitated thereby will enhance the ability of the Developer to pursue its mission of partnering with the community to leverage the Developer's resources to positively impact Fort Bend County and its residents.

## 2. Definitions and Terms

- a. "**Base Value**" means the total market value of all real property within the boundaries of the Service Area as of January 1, 2022 as established by the Fort Bend Central Appraisal ("FBCAD"), without regard to open space, timber and wildlife, or agricultural special valuations.
- b. "**Captured Appraised Value**" means the total taxable value of all real property taxable by the County and located in the Service Area for that year less the Base Value.
- c. "**FBCTRA**" means the Fort Bend County Toll Road Authority.
- d. "**Fort Bend Parkway Improvements**" means the design, land acquisition related to, and construction of the Fort Bend Parkway Improvements on an interim basis that provides access and mobility from the Service Area to the Brazos River.
- e. "**Service Area**" means that area located within and in the vicinity of the Developer's property, as further shown in **Exhibit "A"**.
- f. "**Tax Increment**" means the amount of property taxes levied, assessed and collected by the County for that year on the Captured Appraised Value of real property taxable by Fort Bend County and located in the Service Area.
- g. "**Fort Bend Parkway Annual Payment**" means a sum of money payable by the County to the FBCTRA equal to 37.5% of the Tax Increment (as defined herein). The calculation of the Fort Bend Parkway Annual Payment will be without regard to any future abatement or rebate (pursuant to an economic development agreement, abatement or otherwise) of any portion of such taxes granted by the County.

## 3. Fort Bend Parkway Improvements.

- a. **The Fort Bend Parkway Improvements.** The County intends to finance and construct certain Fort Bend Parkway Improvements, each of which may be

constructed in phases. The County, in its sole discretion, will determine the timing, phasing and the County of the design, construction and financing of the Fort Bend Parkway Improvements.

- b. **Fort Bend Parkway Improvement Costs.** “Fort Bend Parkway Improvements Costs” are defined as the actual costs of the Fort Bend Parkway Improvements. The Fort Bend Parkway Improvement Costs may include the costs of, design, development and construction of the Fort Bend Parkway Improvements, including (i) all costs of design, engineering, geotechnical, surveying, materials, labor, construction, testing and inspection and other services arising in connection with the design and construction of the Toll Road Improvements; (ii) all payments arising under any contracts entered into for the design or construction of the Fort Bend Parkway Improvements; and (iii) all costs incurred in connection with obtaining governmental approvals, certificates and permits required in connection with the construction of the Fort Bend Parkway Improvements, including the engineering and other fees and expenses related to the design and construction of the Fort Bend Parkway Improvements.

The Fort Bend Parkway Improvement Costs will be based on actual costs to the County. However, the County is a political subdivision under the laws of the State of Texas and may claim exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended.

#### **4. Fort Bend Parkway Annual Payments**

- a. **Fort Bend Parkway Annual Payments.** The County agrees to pay FBCTRA the Fort Bend Parkway Annual Payment commencing with the tax year ending December 31, 2023, and continuing each year until this Agreement has been terminated in accordance with Article 5, unless the County and the FBCTRA duly authorize an agreement in writing to continue the Fort Bend Parkway Annual Payment after such termination. The County agrees to pay the Fort Bend Parkway Annual Payment to FBCTRA, commencing with the tax year ending December 31, 2023, and continuing each year through the earlier of i) the tax year ending December 31, 2053, including tax collections received in 2054 for the tax year 2053, or ii) when all of the Fort Bend Parkway Improvements are completed and all of the Fort Bend Parkway Improvement Costs plus Interest (including debt service costs thereon) have been paid to the FBCTRA . The County will pay to FBCTRA the Fort Bend Parkway Annual payment, plus any portion of the prior years’ Fort Bend Parkway Annual Payments not previously paid to FBCTRA, once each year by May 31<sup>st</sup>. The County has no duty or obligation to pay the Fort Bend Parkway Annual Payment until the County collects an amount of ad valorem taxes equal to such payment. If an amount of County ad valorem taxes used to calculate the amount Fort Bend Parkway Annual Payment are

paid to the FBCTRA and subsequently refunded to taxpayer, pursuant to the provisions of the Texas Tax Code, then an equal sum shall be offset against future Fort Bend Parkway Annual Payments, as applicable, on a prorated basis. No interest or penalties shall be charged to the County for any late payments from the County to FBCTRA, regardless of any statutory provision that may permit assessment of late payment penalties. The County is unconditionally obligated to pay the Fort Bend Parkway Annual Payment, except in the event of an overpayment in a previous year, in which case FBCTRA may deduct the amount of the overpayment as an offset against the current payment. The County is not obligated to make any payment to the FBCTRA in an amount in excess of the Fort Bend Parkway Annual Payment except in the amount of an underpayment in a prior year. If any funds remain in the possession of the FBCTRA at the termination of this Agreement or after all of the Fort Bend Parkway Improvements have been completed and all of the Fort Bend Parkway Improvement Costs and Interest have been paid, the County shall cause the FBCTRA to reimburse all such remaining amounts to the County within 135 days.

- b. **Obligations of the County to be Absolute.** The obligation of the County to make payments of the Fort Bend Parkway Annual Payment is absolute and unconditional, and until such time as this Agreement has been terminated as provided by Article 5, the County will not suspend or discontinue the Fort Bend Parkway Annual Payment and will not terminate this Agreement for cause, including, without limiting the generality of the forgoing, the failure of the Developer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement.
  
- c. **Use of Tax Increment.** It is the intent of the County to designate one, or more, Tax Increment Reinvestment Zones (“**TIRZ**”) overlaying the Service Area. The County has agreed it shall dedicate 37.5% of the Tax Increment to such TIRZ (the “**TIRZ Allocation**”). 25% of the Tax Increment shall be remitted to the County for its general use (the “**County Allocation**”). The remaining 25% of the Tax Increment shall be used to fund the Fort Bend Parkway Annual Payment (the “**Fort Bend Parkway Allocation**”). In consideration for the allocation of the Tax Increment as described herein, and acknowledging the benefit the Fort Bend Parkway Improvements will provide to the Service Area, Developer agrees that it shall not request, or cause to be requested, any allocation of the Tax Increment generated by the Service Area from the portion of the Tax Increment otherwise attributable to the Fort Bend Parkway Allocation. Subject to Section 4(e) above, the Parties agree that the allocation of the Tax Increment shall be as follows, and

shall remain unchanged for the duration of the Term:

TIRZ Allocation	County Allocation	Fort Bend Parkway Allocation
37.5%	25%	37.5%

5. **Time for Performance; Termination, Default and Remedy**

- a. **Term.** This Agreement will be in full force and effect through the tax year ending December 31, 2053, unless this Agreement is terminated earlier, provided that the County's obligation to pay the Fort Bend Parkway Annual Payment, for the tax years ending December 31, 2053, and prior will continue to extend through December 31, 2054, as the County collects its tax revenues for real property within the Service Area.
- b. **Termination.** In the event the Fort Bend Parkway Improvements have been completed and all costs incurred by the County have been financed, this Agreement shall hereby automatically terminate, and the portion of the Tax Increment attributable to the Fort Bend Parkway Allocation shall be henceforth utilized by the County for its general use.
- c. **Time is of the Essence.** Time is of the essence in the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation, including, without limitation.
- d. **Payment Default.** The County and Developer each agrees that its failure to pay the Fort Bend Parkway Annual Payment, when due is an event of default (a "Payment Default") and that the Developer is entitled to any and all of the remedies available in law or equity.
- e. **General Events of Default.** A Party will be deemed in default under this Agreement (which will be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its material commitments, covenants, agreements or obligations hereunder or if any of its representations contained in this Agreement are false.

Further, Developer will be in default of this Agreement should Developer or its representatives fail to work cooperatively with the County on the development of the Fort Bend Parkway Improvements or otherwise challenge, or cause to be challenged, the current roadway alignment of the

Grand Parkway or Fort Bend Parkway in the current MTP, any supporting reevaluations, any environmental approval or modifications to any environmental approval necessary for the Grand Parkway or Fort Bend Parkway to be constructed consistent with the MTP, whether such challenge is through litigation, state or federal administrative procedure, or through any governmental entity that may have jurisdiction over the Fort Bend Parkway Improvements. In furtherance of this objective, the County and Developer agree to execute, contemporaneously with this Agreement, correspondence to TxDOT in substantially similar form as that correspondence hereto as Exhibit B, which shall be transmitted by the County to TxDOT within five (5) business days of the Effective Date. Failure to timely execute such correspondence by the Developer shall constitute an immediate default of this Agreement, and this Agreement shall be automatically terminated. Before the failure of any Party to perform its obligations under this Agreement, except a Payment Default, is deemed to be a breach of this Agreement, the Party claiming such failure must notify, in writing, the Party alleged to have failed to perform of the alleged failure and demand performance. No breach of this Agreement, except a Payment Default, may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within forty-five (45) days of the receipt by the defaulting Party of such notice.

Further, Developer will be in default of this Agreement should Developer, its successor, assigns, affiliate, subsidiary, or related party request, or cause to be requested, a re-allocation of the Tax Increment to be inconsistent with Section 4.e above.

Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, maybe awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement will constitute an election of remedies; and all remedies set forth in this Agreement will be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties has the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (except for a Payment Default) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation,

pending or threatened litigation, acts of God, war, acts of civil disobedience, pandemic, epidemic, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes], labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

In addition to any other right or remedy available to the Parties under this Agreement, in the event of a default or a breach by any Party under this Agreement which continues for 30 days after written notice to the Party alleged to have defaulted or breached and the failure of the Party alleged to have defaulted or breached to cure or diligently proceed to cure such breach to the complaining Party's reasonable satisfaction, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.

**6. Applicable Law and Venue**

- a. The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement.
- b. This Agreement is governed by the laws of the State of Texas.
- c. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- d. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Richmond, Fort Bend County, Texas.

**7. No Personal Liability; Limited Waiver of Immunity**

- a. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County or the Developer.
- b. The Parties agree that no provision of this Agreement extends the County's or the Developer's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. The County agrees that this Agreement shall constitute a contract for providing goods and services to the County, subject to the provisions of Subchapter I of Chapter 271, Texas

Local Government Code. Further, to the extent allowed by law, the County waives its rights to sovereign immunity as to an action in equity by the Developer for a writ of mandamus or specific performance to enforce all the terms of this Agreement. The County does not waive its rights to sovereign immunity for any other actions permitted by law.

- c. Neither the execution of this Agreement nor any other conduct of any Party relating to this Agreement shall be considered a waiver by the County, the Developer or the Developer of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- d. Neither the County nor the Developer agrees to binding arbitration, nor does any Party waive its right to a jury trial.

**8. Contract Construction**

- a. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- b. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- c. When terms are used in the singular or plural, the meaning shall apply to both.
- d. When either the male or female gender is used, the meaning shall apply to both.

**9. Waiver of Breach**

- a. Waiver by any Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.
- b. In order for a waiver of a right or power to be effective, it must be in writing and signed by the waiving Party.

**10. Successors and Assigns**

- a. The County and the Developer bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.

**11. Survival of Terms**

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited

to the indemnification and copyright provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

**12. Entire Agreement; Modifications**

- a. Notwithstanding the obligations contained in Section 8(d) above, this instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- b. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

**13. Texas Public Information Act**

- a. The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). Each Party expressly understands and agrees that any other Party shall release any and all information necessary to comply with Texas law without the prior written consent of the other Party.
- b. It is expressly understood and agreed that the County and the Developer and their respective trustees, officers and employees, may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County or the Developer whether or not the same are available to the public. It is further understood that each Party, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that each Party, its officers, and employees shall have no liability or obligations to other Party for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County or the Developer in reliance on any advice, decision or opinion of the Attorney General.
- c. In the event a Party receives a written request for information pursuant to the Act that affects the other Party's rights, title to, or interest in any information or data or a part thereof, furnished to one Party by the other under this Agreement, then such Party will promptly notify the other of such request. The other Party may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Such Party is solely responsible for submitting the memorandum brief and information to the Attorney General within the

time period prescribed by the Act. Such Party is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- d. Electronic Mail Addresses. Developer affirmatively consents to the disclosure of its email addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Developer and agents acting on behalf of Developer and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

**14. Notice**

- a. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to a Party at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) Business Days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To  
DEVELOPER:

With a copy to: Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Blvd., Suite 2400  
Houston, Texas 77056  
Attn: Howard Cohen

To County: Fort Bend County  
301 Jackson Street, Room 101  
Richmond, TX 77469  
Attn: County Judge

With a copy to: Fort Bend County Attorney's  
Office 301 Jackson Street, Room  
101  
Richmond, TX 77469

Attn: County Attorney

- b. Any Party may designate a different address by giving the other Party ten (10) calendar days' written notice.

**15. Severability**

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

**16. Effective Date**

The Effective Date of this Agreement will be the date the Agreement is approved by the Fort Bend County Commissioners Court, as shown on the signature page attached hereto.

**17. Execution**

Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

**18. Anti-Boycott Verification.**

As required by Chapter 2271, Texas Government Code, the Developer hereby verifies that the Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the Developer hereby verifies that the Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

**19. Foreign Terrorists Organizations.**

Pursuant to Chapter 2252, Texas Government Code, the Developer represents and certifies that, at the time of execution of this Agreement neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153, Texas Government Code.

**20. Firearms Discrimination Verification.**

As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87<sup>th</sup> Texas Legislature, Regular Session, "SB 19"), as amended, the Developer hereby verifies that the Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

**21. Lonestar Infrastructure Protection Act Verification.**

Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87<sup>th</sup> Legislature, Regular Session), as amended, and to the extent this Agreement grants to the Developer direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, the Developer verifies that neither the Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term "critical infrastructure" shall have the meaning assigned to such term in Section 2274.0101, Texas Government Code.

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the County and the Developer.

FORT BEND COUNTY, TEXAS


Developer

  
\_\_\_\_\_  
K.P. George, County

\_\_\_\_\_  
By:  
Name:  
Title:

Judge Date: \_\_\_\_\_

County Attorney

By:   
\_\_\_\_\_  
County Attorney

**TEXAS ETHICS COMMISSION FORM 1295**  
**COMPLIANCE**

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS TO THE DISTRICT THAT IT (**CHECK THE APPROPRIATE BOX**):

- IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 TO THE DISTRICT ON \_\_\_\_\_, 2024, WHICH IS THE TIME BUSINESS ENTITY

SUBMITTED THE SIGNED  
AGREEMENT.

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REPRESENTATIVE OF BUSINESS ENTITY

Exhibit A

**Exhibit B**

## AGREEMENT BETWEEN FORT BEND COUNTY AND THE GEORGE FOUNDATION

This agreement (“Agreement”) is made and entered into by and between **Fort Bend County** (the “**County**”), a body corporate and politic under the laws of the State of Texas, by and through its Commissioners Court, and **The George Foundation**, a Texas charitable trust (the “**Foundation**”). The County and the Foundation are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

### 1. General Scope of the Agreement

- a. The Parties have, contemporaneously with this Agreement, entered into that certain Road Development Agreement dated of even date herewith (the “**Foundation RDA**”) providing for, among other agreements, the Agreement of the County to:
  - i. Within the Required Time Period, as such term is defined by and as otherwise required by the RDA, take all such action as is necessary and appropriate to coordinate with the Texas Department of Transportation (“**TxDOT**”) to complete any necessary technical reevaluation (the “**Reevaluation**”) associated with for State Highway 99 Segment C (“**Segment C**”) so that the roadway alignments of Segment C and Fort Bend Parkway are consistent with the current County Major Thoroughfare Plan (“**MTP**”); failing which, the Commissioners’ Court will take the action required by the Foundation RDA.
  - ii. Upon completion of the Reevaluation determining Segment C’s alignment to be consistent with the MTP, enter into an agreement with the TxDOT to immediately commence with final design, right of way acquisition, construction and finance of Segment C in accordance with State law and accepted practice, which may include the relinquishing of primacy for Segment C, if TxDOT is willing and able to immediately proceed with the same, all as more particularly described in the Foundation RDA.
  - iii. Amend that certain Agreement between the County and Fort Bend County Municipal Utility District No. 239 (“**No. 239**” and the “**No. 239 Agreement**,” respectively), such that the Interchange Annual Payment (defined herein) is paid to the Foundation.
  - iv. Work cooperatively with the Foundation and TxDOT on the location of frontage roads, alignment, access, interchanges, drainage utilities, aesthetics and signage relative to Segment C and the Fort Bend Parkway to enhance and not otherwise impair the development of the Service Area.
- b. The Parties hereby agree to establish a program for economic development in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381, Texas Local Government Code (“**Chapter 381**”), under which the County has the authority to use public funds for the public purposes of promoting local economic

development and stimulating business and commercial activity within the County.

- c. The Parties wish to jointly finance and develop certain public works and improvements, including the drainage facilities and park improvements (the “**Improvements**”) pursuant to Chapter 381.
- d. The Parties also wish to jointly finance certain road and related improvements in aid of such road improvements (the “**Roadway Improvements**” and together with the Improvements, the “**Public Improvements**”) pursuant to Chapter 381.
- e. The Public Improvements shall include all major thoroughfares, collector roads, frontage roads, drainage improvements including detention and land therefor, outfalls, culvert crossings, bridge crossings, land bridges, interchanges, roundabouts, traffic signalization, sidewalks, shared-use paths, and any improvements in aid of the foregoing located within, benefiting or otherwise serving the Foundation Property.
- f. The Foundation intends to construct, or cause to be constructed, certain Public Improvements to serve approximately 19,500 acres (the “**Service Area**”), with such property described further on **Exhibit “A”**.
- g. In addition to the Public Improvements, and at the County’s election, the Parties wish to provide for the financing of certain road and related improvements in aid of such road improvements consistent with the current MTP of Fort Bend County for the Fort Bend County Toll Road Authority (“**FBCTRA**”) projects associated with specified segments of the Fort Bend Parkway (the “**Fort Bend Parkway Improvements**”) and/or Grand Parkway (Segment C) extensions within and adjacent to Service Area (the “**Grand Parkway Improvements**,” and collectively with the Fort Bend Parkway Improvements, the “**Toll Road Improvements**,” which shall include, as further provided in the Foundation RDA, payment of \$80,000,000 plus Interest (and at least such amount in the case of the Grand Parkway Improvements), accruing from the date of respective deed’s recordation for the right of way acquired for the Toll Road Improvements until fully paid, for the purchase of approximately 14 miles of right of way required from the Foundation for the Toll Road Improvements within the Service Area, with such purchase price to be paid only consistent with the Section 6 below and the RDA (the “**ROW Purchase Price**”).
- h. The County and the Foundation do hereby find and determine that the Public Improvements and the Toll Road Improvements and the development of land will bring positive economic impact to the County and the Foundation through the timely development and diversification of the economy, the attraction of new businesses, and the retention of growth of tax revenue. The County does hereby find and determine that the Public Improvements and the Toll Road Improvements will provide a public benefit to the County and its residents.
- i. The County does hereby find and determine that this Agreement, and each and every one of the Public Improvements, promotes economic development in the

County and, as such, meets the requirements of Chapter 381 and further, is in the best interests of the County and the Foundation.

- j. The Foundation finds that in addition to the public benefits provided to the County and its residents that this Agreement, the Public Improvements, and the development facilitated thereby will enhance the ability of the Foundation to pursue its mission of partnering with the community to leverage the Foundation's resources to positively impact Fort Bend County and its residents.

## 2. Definitions and Terms

- a. **"Annual Payment"** shall mean the Foundation Annual Payment and the Interchange Annual Payment.
- b. **"Base Value"** means the total market value of all real property within the boundaries of the Service Area as of January 1, 2022 (or of the first of the calendar year in which an Increment Zone is established pursuant to Section 4.b below), as established by the Fort Bend County Appraisal Foundation ("FBCAD"), without regard to open space, timber and wildlife, or agricultural special valuations.
- c. **"Bonds"** means the bonds, notes or other evidences of indebtedness issued by a District from time to time for the specific purpose of paying for or reimbursing a the Foundation and/or a developer of the Service Area for the payment of the Public Improvements Costs (defined in Article 3.B), and are secured by, in part or in full, the Annual Payments and the Revenue Fund, and including any bonds, notes or similar obligations issued to refund such bonds.
- d. **"Captured Appraised Value"** means the total taxable value of all real property taxable by the County and located in the Service Area (or Increment Zone, as defined in Section 4.b below) for that year less the Base Value.
- e. **"District"** means a municipal utility, management district or similar special district created for the purpose of providing services to the Service Area.
- f. **"Foundation Annual Payment"** means a sum of money payable by the County to the Foundation equal to 75% of the Tax Increment (as defined below), subject to Article 6 below. The calculation of the Foundation Annual Payment will be without regard to any future abatement or rebate (pursuant to an economic development agreement, abatement or otherwise) of any portion of such taxes granted by the County.
- g. **"Interest"** means six percent (6%) of Unreimbursed Amounts expended for the Public Improvement Costs incurred from the Effective Date of this Agreement.
- h. **"Interchange Annual Payment"** means a sum of money payable by the County to the Foundation and No. 239 equal to 75% of the Tax Increment collected solely over the Interchange Area (defined herein). The County shall remit 50% of the Interchange Annual Payment to the Foundation and

shall remit the remaining 50% of the Interchange Annual Payment to No 239 pursuant to the No. 239 Agreement. Such remittances will be utilized by the Foundation consistent with Section 5(d) of hereof, and shall be utilized by No. 239 consistent with Section 5(c) of the No. 239 Agreement. The calculation of the Interchange Annual Payment will be without regard to any future abatement or rebate (pursuant to an economic development agreement, abatement or otherwise) of any portion of such taxes granted by the County. Section 6 of this Agreement and the No. 239 EDA does not apply to revenues generated within the Interchange Area, and proceeds funding the Toll Road Payment to FBCTRA will be generated within the remainder of the Service Area, excluding the Interchange Area. The Interchange Annual Payment shall not be included within the definition of the Foundation Annual Payment.

- i. **“Interchange Area”** means that certain acreage of the Service Area described on **Exhibit “B”**.
- j. **“Revenue Fund”** means the fund established by the Foundation into which the Annual Payments are deposited together with any interest collected on those deposits.
- k. **“Service Area”** means that area located within and in the vicinity of the Foundation’s property, as further shown in **Exhibit “A”**.
- l. **“Tax Increment”** means the amount of property taxes levied, assessed and collected by the County for that year on the Captured Appraised Value of real property taxable by Fort Bend County and located in the Service Area or the Interchange Area, as applicable.
- m. **“Unreimbursed Amounts”** means the amounts expended by or on behalf of the Foundation that qualify as Public Improvements Costs and that have not been paid by the Foundation.

### 3. **Public Improvements and Public Improvements Costs**

- a. **The Public Improvements.** The Foundation intends to finance and construct certain Public Improvements, each of which may be constructed in phases. The Foundation, in its sole discretion, will determine the timing, phasing and sequencing of the design, construction and financing of the Public Improvements. The Foundation is only obligated to construct those Public Improvements to the extent that sufficient funds are available for financing the Public Improvements Costs either from the Annual Payments deposited in the Revenue Fund or from other funds of the Foundation that the Foundation elects to make available.
- b. **Public Improvements Costs.** “Public Improvements Costs” are defined as the actual costs of the Public Improvements. The Public Improvements Costs may include the costs of, design, development and construction of the Public

Improvements, including (i) all costs of design, engineering, geotechnical, surveying, materials, labor, construction, testing and inspection and other services arising in connection with the design and construction of the Public Improvements; (ii) all payments arising under any contracts entered into for the design or construction of the Public Improvements; and (iii) all costs incurred in connection with obtaining governmental approvals, certificates and permits required in connection with the construction of the Public Improvements, including the engineering and other fees and expenses related to the design and construction of the Public Improvements. Public Improvements Costs also includes the reimbursement to the Foundation for the Public Improvements Costs described above advanced to or on behalf of a District, provided that such District has entered into an agreement for repayment of all funds advanced on its behalf, together with interest on the funds so expended and advanced.

Public Improvements Costs will be based on actual costs to the Foundation. However, the County is a political subdivision under the laws of the State of Texas and the Foundation is a Texas charitable trust and each may claim exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County is neither liable for any personal property taxes, charges, or fees assessed against the Foundation or a developer within the Service Area nor obligated to reimburse the Foundation for any taxes, charges, or fees assessed against Foundation for the supplies or materials provided or any services rendered.

#### **4. Annual Payments**

- a. **Annual Payments.** Subject to Section 4(b) below, the County agrees to pay the Annual Payment to the Foundation commencing with the tax year ending December 31, 2023, and continuing each year until this Agreement has been terminated in accordance with Article 8, unless the County and the Foundation duly authorize an agreement in writing to continue the Annual Payment after such termination. The County agrees to pay the Annual Payment to the Foundation, commencing with the tax year ending December 31, 2023, and continuing each year through the earlier of i) the tax year ending December 31, 2053, including tax collections received in 2054 for the tax year 2053, or ii) when all of the Public Improvements are completed and all of the Public Improvement Costs plus Interest (including debt service costs thereon) have been paid to the Foundation. The County will pay to the Foundation the Annual payment, plus any portion of the prior years' Annual Payments not previously paid to the Foundation, once each year by May 31<sup>st</sup>. The County has no duty or obligation to pay the Annual Payment until the County collects an amount of ad valorem taxes equal to such payment. If an amount of County ad valorem taxes used to calculate the amount Annual Payment are paid to the Foundation and subsequently refunded to taxpayer, pursuant to the provisions of the Texas Tax Code, then an equal sum shall be offset against future Annual Payments, as applicable, on a prorated basis. No interest or penalties shall be charged to the County for any late payments from the County to the Foundation, regardless of any statutory provision that may permit assessment of late payment penalties. The County is unconditionally obligated to pay the Annual Payment, except in the event of an overpayment in a previous year, in which case the Foundation may deduct the

amount of the overpayment as an offset against the current payment. The County is not obligated to make any payment to the Foundation in an amount in excess of the Annual Payment except in the amount of an underpayment in a prior year. If any funds remain in the possession of the Foundation at the termination of this Agreement or after all of the Public Improvements have been completed and all of the Public Improvement Costs and Interest have been paid, the Foundation shall reimburse all such remaining amounts to the County within 135 days.

- b. **Phasing of Foundation Annual Payments- Increment Zones.** Should the Foundation elect to delay the commencement of the Foundation Annual Payments for different phases of development (e.g., per 500 acres within the Service Area, per the Foundation's takedowns of land within the Service Area, etc., the "Increment Zones"), the Foundation Annual Payments shall commence upon the designation of each Increment Zone, subject to the same duration (30 years) and conditions of Section 4(a) above. Prior to designating any Increment Zone, the Foundation shall provide at least sixty (60) days written notice to the County to coordinate implementation of this Agreement as to the applicable Increment Zone. The Foundation shall be entitled to establish not more than eight (8) Increment Zones.
- c. **County Audit Rights.** The County shall have the right to audit the books and records of the Revenue Fund and the Foundation's Public Improvement expenditures upon thirty (30) days written notice to the Foundation. At the discretion of the County, any such audit shall be performed by the County or by outside firms at County expense. The Foundation's cooperation shall include, but not be limited to, access to all Foundation books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to the Public Improvements Costs. Each year the Foundation shall furnish complete copies of the audited financial statements of the Foundation, including auditor's opinion and footnotes, to the County within 135 days of the Foundation's fiscal year end.
- d. **Review.** The County (on its behalf and on behalf of the Foundation) agrees to maintain adequate records and documentation supporting its calculation of the Annual Payments, and the Foundation and its duly authorized representatives have the right, upon reasonable notice, to review and audit such records at any reasonable time. The County and the Foundation agree to negotiate in good faith to resolve any disputes regarding the Foundation and Annual Payments.

5. **Use of Annual Payment**

- a. **The Revenue Fund.** The Foundation will deposit the proceeds of the Annual Payment into the Revenue Fund, which fund must be accounted for independently from other funds of the Foundation. The Revenue Fund may be invested or reinvested, from time to time, as provided in the investment policy of the Foundation and in the manner provided by and in accord with applicable law and regulations. Interest collected on the Revenue Fund balances will be retained in the Revenue Fund and utilized by the Foundation only as permitted under this Agreement.

- b. **The Bonds.** A District has the authority to issue, sell and deliver Bonds from time to time, secured by the Annual Payment and the Revenue Fund, as deemed necessary and appropriate by the board of directors of such District, subject to the terms of this Agreement, in such forms and manner and as permitted or provided by federal law, the general laws of the State of Texas. A District may pledge and assign all or part of the District Annual Payment and the Revenue Fund to:
- i. the owners and holders of the Bonds;
  - ii. lenders of money to the District;
  - iii. a developer pursuant to a development financing agreement with the District; and
  - iv. economic development grants stimulate business and commercial activity within the Service Area.

This Agreement may not be construed as a limitation on a District's right to issue other forms of indebtedness as allowed by applicable law and regulation.

- c. The Foundation may pledge and assign all or part of the Annual Payment and the Revenue Fund to:
- i. lenders of money to the Foundation;
  - ii. a developer pursuant to a development financing agreement with the Foundation; and
  - iii. economic development grants stimulate business and commercial activity within the Service Area.

This Agreement may not be construed as a limitation on the Foundation's right to issue other forms of indebtedness as allowed by applicable law and regulation.

- d. **Use of the Annual Payments and Revenue Fund.** The Revenue Fund may be used only to fund the Public Improvements Costs and to reimburse the Foundation for Public Improvement Costs expenditures; provided however, the County shall not, other than as provided for in Section 4.a. above, be required to pay any interest on the Public Improvement Costs or any part thereof. The County's 37.5% portion of such Tax Increment on the Service Area (but not the Interchange Area) shall be directed by the County annually to the FBCTRA solely for the financing, design, construction, and operation of the Toll Road Improvements.

Notwithstanding the foregoing, the Foundation may utilize the Revenue Fund to stimulate business and commercial activity pursuant to Chapter 381 of the Texas Local Government Code, which shall specifically include the use of the Reserve Fund for the operation, maintenance, improvement to and the expansion of The George Ranch Historical Park, and any services related thereto, and may prioritize such economic development payments before reimbursing the Public Improvements Costs with the agreement of the Foundation to subordinate payments or partially subordinate payments that have a payment priority.

- e. **Annual Report.** During the term of this Agreement, the Foundation agrees to provide to the County, on an annual basis within 135 days of the Foundation's fiscal year end, a copy of the Foundation's annual fiscal audit and an annual report on the

following information:

- i. The amount and source of revenue in the Revenue Fund;
  - ii. The amount and purposes of the expenditures from the Revenue Fund during the prior fiscal year;
  - iii. The amount of Public Improvements Costs paid by the Foundation or advanced by the Foundation or a developer within the Service Area during the prior fiscal year and the date of such payment or advance;
  - iv. A schedule of Interest that has accrued on funds expended by the Foundation or a developer within the Service Area for Public Improvements Costs minus any prior Annual Payments, considering that the Annual Payments are applied first to Interest and second to Public Improvements Costs; and
  - v. Any final report of the Foundation's auditor relating to amounts owed by the Foundation as reimbursement to a developer within the Service Area for Public Improvements Costs that were received and approved by the Foundation's Board of Trustees during the prior fiscal year, which report will be determinative of the calculation of Public Improvement Costs for any amounts advanced by the developer within the Service Area.
- f. **Obligations of the County and Foundation to be Absolute.** The obligation of the County to make payments of the Annual Payment is absolute and unconditional, and until such time as this Agreement has been terminated as provided by Article 8, the County will not suspend or discontinue the Annual Payment and will not terminate this Agreement for cause, including, without limiting the generality of the foregoing, the failure of the Foundation to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement. Nothing contained in this paragraph may be construed to release the Foundation from performance of any portion of the Agreement. In the event the Foundation fails to perform any portion of the Agreement, the County may institute such action against the Foundation as the County may deem necessary to compel performance so long as this action does not abrogate the obligations of the County to make payments of the Annual Payments set forth in this Agreement.

## 6. Funding of Toll Road Improvements

- a. Until and unless the design and construction of Toll Road Improvements is commenced, the Foundation Annual Payment shall be calculated at an amount equal to 75% of the Tax Increment. Subject to Article 6(b) below, and at the County's election, the County may re-allocate the percentage of the Tax Increment obligated to the Foundation Annual Payment from 75% of the Tax Increment to 37.5% of the Tax Increment, with the remaining 37.5% of the Tax Increment directed by the County annually to the FBCTRA solely for the financing, design, construction, and operation of the Toll Road Improvements, including the purchase

of necessary right of way associated therewith (the “Toll Road Payment”). The Toll Road Payment shall not be utilized to fund the design, acquisition, construction, or maintenance of the Foundation Access (as defined below).

- b. The County shall provide at least eighteen (18) months’ written notice to the Foundation of its intent to re-allocate the Tax Increment and implement the Toll Road Payment. Any change to reallocate the Foundation Annual Payment to make the Toll Road Payment shall be effective on the January 1<sup>st</sup> after the expiration of eighteen (18) months from receipt of the County notice. Upon the Toll Road Payment’s commencement, the Foundation Annual Payment will be calculated at 37.5% of the Tax Increment for the duration of this Agreement, and the definition of the Foundation Annual Payment provided herein shall be amended as follows:

**“Foundation Annual Payment”** means a sum of money payable by the County to the Foundation equal to 37.5% of the Tax Increment. The calculation of the Foundation Annual Payment will be without regard to any future abatement or rebate (pursuant to an economic development agreement, abatement or otherwise) of any portion of such taxes granted by the County.

- c. Notwithstanding anything to the contrary herein, the ROW Purchase Price shall be paid solely from the proceeds of the Toll Road Payment and the ROW Purchase Price may only be paid from the same after the County’s financing of the costs associated with the construction of the associated Toll Road Improvements have been fully implemented. At any point during this Agreement’s Term, should excess revenues be generated from the Toll Road Payment above and beyond what is required for the County’s financing of the construction costs of a portion or all of the Toll Road Improvements associated with the relevant right of way, such excess revenues are to be dedicated to the ROW Purchase Price.
- d. Should the Toll Road Payment be used for any purpose other than the financing, design, construction, and operation of the Toll Road Improvements or the payment of the ROW Purchase Price, such use will constitute an event of default by the County and the Foundation Annual Payment will be re-calculated to equal 75% of the Tax Increment.
- e. The Parties acknowledge that the County intends to finance the purchase of the necessary right of way associated with the Fort Bend Parkway Improvements (the **“Fort Bend Parkway ROW”**) solely through the disbursement of the Annual Payments consistent with Section 6(c) above. In addition, TxDOT and/or the County may purchase certain parcels of land necessary for the implementation of Grand Parkway Segment C (the **“Grand Parkway Segment C ROW”**), and, collectively with the Fort Bend Parkway ROW, the **“Parkway ROWs”**). The Foundation will retain all mineral rights associated with the Parkway ROWs. The Parties acknowledge that it is standard practice for TxDOT to purchase the necessary right of way as part of its process of implementing road infrastructure, and the Parties expect the Grand Parkway Segment C ROW to be purchased, in whole or in part, by TxDOT. However, should the County, instead of TxDOT, be

required to purchase the Grand Parkway Segment C ROW to successfully implement the Grand Parkway Improvements, in whole or in part, such purchase price will be funded through the Revenue Fund, and shall be included in this Agreement's definition of the ROW Purchase Price. The County shall be under no obligation to purchase property or right of way from the Foundation should the County reasonably anticipate TxDOT will acquire such acreage as part of TxDOT's implementation of Grand Parkway Segment C.

- f. As further described in the Foundation RDA, the Foundation shall be permitted to have a minimum of (i) four (4) interchanges with the Fort Bend Parkway Improvements and other County roads on or serving the Service Area, (ii) one (1) direct connect to the Foundation Property from the Fort Bend Parkway Improvements, the preliminary configurations and locations of which are shown on Exhibit C (collectively, the "Foundation Access"), it being acknowledged that said configurations and locations are fully supported by the County and with such improvements excluded from the definition of Toll Road Improvements in both this Agreement and the Foundation RDA, but subject to modification by the Foundation in its reasonable discretion; and (iii) a requisite number of overpasses, the location and maximum number of which shall be satisfactory in its reasonable discretion.

## **7. County Tax Increment Reinvestment Zone**

- a. Should the County, pursuant to Chapter 311 of the Texas Tax Code, designate a Tax Increment Reinvestment Zone ("TIRZ") over any portion of the Service Area, this Agreement shall automatically terminate as to that portion of the Service Area upon the designation and implementation of such TIRZ. The County and the Foundation agree to use commercially reasonable efforts to prepare a Project Plan and Plan of Finance for any TIRZ overlaying any portion of the Service Area, and shall enter into an agreement whereby the Foundation will administer the TIRZ's Project Plan and Plan of Finance on the County's behalf. With regards to the implementation and financing of the Public Improvements and the Toll Road Improvements as described in this Agreement, the County shall utilize the TIRZ to accomplish the same purpose. The County agrees that the portion of tax increment received by the TIRZ and allocated to the Foundation may be utilized for the same purposes as the Annual Payments.
- b. Notwithstanding the foregoing, the County shall not include all or any portion of the Service Area in a TIRZ, another agreement under Chapter 381 or a similar agreement without the Foundation's written consent, which may not be unreasonably withheld.

## **8. Time for Performance; Termination, Default and Remedy**

- a. **Term.** This Agreement will be in full force and effect through the tax year ending December 31, 2053, unless this Agreement is (i) the Foundation delays the Foundation Annual Payment relative to any Increment Zone, in which case the term of the Agreement shall be extended for the duration of such Increment Zone or

Zones, as the case be, or (ii) terminated earlier, provided that the County's obligation to pay the Foundation Annual Payment, for the tax years ending December 31, 2053, and prior will continue to extend through December 31, 2054, as the County collects its tax revenues for real property within the Foundation. Notwithstanding the foregoing, this Agreement's Term shall be in full force and effect through the duration of any Increment Zone.

- b. **Termination.** In the event the Roadway Improvement, the Public Improvements and Toll Road Improvements have been completed, and all costs incurred by the Foundation and a developer within the Service Area associated therewith have been reimbursed, as well as the costs under the No. 239 Agreement associated with the Interchange Annual Payment, this Agreement shall hereby automatically terminate.
- c. **Time is of the Essence.** Time is of the essence in the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation, including, without limitation, subject to the Foundation's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the Foundation's timely procurement of all entitlements required for the Public Improvements.
- d. **Right of Way Dedication Agreement.** In consideration for the County's obligations under this Agreement, the County and the Foundation shall enter into a Right of Way Dedication Agreement attached as Exhibit L to the RDA within the time required by the RDA whereby the Foundation shall sell and convey to the County the necessary right of way required for the Fort Bend Parkway Improvements, consistent with the MTP.
- e. **Payment Default.** The County and Foundation each agrees that its failure to pay the Annual Payment, when due is an event of default (a "Payment Default") and that the Foundation is entitled to any and all of the remedies available in paragraph F below or otherwise at law or equity.
- f. **General Events of Default.** A Party will be deemed in default under this Agreement (which will be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its material commitments, covenants, agreements or obligations hereunder or if any of its representations contained in this Agreement are false.

Further, the County will be in default of this Agreement should the County default in any of its obligations under the Foundation RDA.

Further, unless otherwise provided in the Foundation RDA, the Foundation will be in default of this Agreement should the Foundation or its representatives challenge, or cause to be challenged, the current roadway alignment of the Grand Parkway or Fort Bend Parkway in the current MTP, any supporting reevaluations, any environmental approval or modifications to any environmental approval necessary for the Grand Parkway or Fort Bend Parkway to be constructed consistent

with the MTP, whether such challenge is through litigation, state or federal administrative procedure, or through any governmental entity that may have jurisdiction over the Toll Road Improvements. In furtherance of this objective, the County and the Foundation agree to execute, contemporaneously with this Agreement, the correspondence to TxDOT attached to the RDA as Exhibit I, which shall be transmitted by the County to TxDOT within five (5) business days of the Effective Date. Failure to timely execute such correspondence by the Foundation shall constitute an immediate default of this Agreement, and this Agreement shall be automatically terminated. Before the failure of any Party to perform its obligations under this Agreement, except a Payment Default, is deemed to be a breach of this Agreement, the Party claiming such failure must notify, in writing, the Party alleged to have failed to perform of the alleged failure and demand performance. No breach of this Agreement, except a Payment Default, may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within forty-five (45) days of the receipt by the defaulting Party of such notice.

Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, maybe awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement will constitute an election of remedies; and all remedies set forth in this Agreement will be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties has the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (except for a Payment Default) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, pandemic, epidemic, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes], labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

In addition to any other right or remedy available to the Parties under this Agreement, in the event of a default or a breach by any Party under this Agreement which continues for 30 days after written notice to the Party alleged to have defaulted or breached and the failure of the Party alleged to have defaulted or breached to cure or diligently proceed to cure such breach to the complaining Party's reasonable satisfaction, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.

**9. Applicable Law and Venue**

- a. The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement.
- b. This Agreement is governed by the laws of the State of Texas.
- c. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- d. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Richmond, Fort Bend County, Texas.

**10. No Personal Liability; Limited Waiver of Immunity**

- a. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County or the Foundation.
- b. The Parties agree that no provision of this Agreement extends the County's or the Foundation's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. The County agrees that this Agreement shall constitute a contract for providing goods and services to the County, subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code. Further, to the extent allowed by law, the County waives its rights to sovereign immunity as to an action in equity by the Foundation for a writ of mandamus or specific performance to enforce all the terms of this Agreement. The County does not waive its rights to sovereign immunity for any other actions permitted by law.
- c. Neither the execution of this Agreement nor any other conduct of any Party relating to this Agreement shall be considered a waiver by the County, the Foundation or the Foundation of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- d. Neither the County nor the Foundation agrees to binding arbitration, nor does any Party waive its right to a jury trial.

**11. Contract Construction**

- a. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement.
- b. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- c. When terms are used in the singular or plural, the meaning shall apply to both.

- d. When either the male or female gender is used, the meaning shall apply to both.

**12. Waiver of Breach**

- a. Waiver by any Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.
- b. In order for a waiver of a right or power to be effective, it must be in writing and signed by the waiving Party.

**13. Successors and Assigns**

- a. The County and the Foundation bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Notwithstanding the foregoing, the Foundation may assign its rights under this Agreement, upon written notice to the County, to (i) a **District** without the prior written consent of the County; and/or (ii) a corporation created to aid, assist and act on behalf of the Foundation without the prior written consent of the County; and/or (iii) any subsequent purchaser of all or a portion of the Service Area.
- b. Except as provided in Article 13.A. and other provisions of this Agreement, neither the County nor the Foundation shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other. As a condition for giving consent, the County or the Foundation may require that any assignee of the Foundation agree to comply with all competitive bidding requirements contained in any procurement or purchasing statute to which the Foundation is subject.

**14. Survival of Terms**

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification and copyright provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

**15. Entire Agreement; Modifications**

- a. Notwithstanding the obligations contained in Section 8(d) above, this instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- b. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

**16. Texas Public Information Act**

- a. The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). Each Party expressly understands and agrees that any other Party shall release any and all information necessary to comply with Texas law without the prior written consent of the other Party.
- b. It is expressly understood and agreed that the County and the Foundation and their respective trustees, officers and employees, may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County or the Foundation whether or not the same are available to the public. It is further understood that each Party, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that each Party, its officers, and employees shall have no liability or obligations to other Party for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County or the Foundation in reliance on any advice, decision or opinion of the Attorney General.
- c. In the event a Party receives a written request for information pursuant to the Act that affects the other Party's rights, title to, or interest in any information or data or a part thereof, furnished to one Party by the other under this Agreement, then such Party will promptly notify the other of such request. The other Party may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Such Party is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Such Party is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- d. Electronic Mail Addresses. Foundation affirmatively consents to the disclosure of its email addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Foundation and agents acting on behalf of Foundation and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

## **17. Notice**

- a. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to a Party at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) Business Days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Foundation: The George Foundation  
310 Morton Street, PMB Suite C  
Richmond, Texas 77469  
Attn: Roger Adamson, CEO

With a copy to: Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Blvd., Suite 2400  
Houston, Texas 77056  
  
Attn: Howard Cohen

To County: Fort Bend County  
301 Jackson Street, Room 101  
  
Richmond, TX 77469  
Attn: County Judge

With a copy to: Fort Bend County Attorney's Office  
301 Jackson Street, Room 101  
Richmond, TX 77469  
  
Attn: County Attorney

- b. Any Party may designate a different address by giving the other Party ten (10) calendar days' written notice.

**18. Severability**

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

**19. Effective Date**

The Effective Date of this Agreement will be the date the Agreement is approved by the Fort Bend County Commissioners Court, as shown on the signature page attached hereto.

**20. Execution**

Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

**21. Anti-Boycott Verification.**

As required by Chapter 2271, Texas Government Code, the Foundation hereby verifies that the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the

meaning assigned to such term in Section 808.001, Texas Government Code, as amended. As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the Foundation hereby verifies that the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

**22. Foreign Terrorists Organizations.**

Pursuant to Chapter 2252, Texas Government Code, the Foundation represents and certifies that, at the time of execution of this Agreement neither the Foundation, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153, Texas Government Code.

**23. Firearms Discrimination Verification.**

As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87<sup>th</sup> Texas Legislature, Regular Session, "SB 19"), as amended, the Foundation hereby verifies that the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.


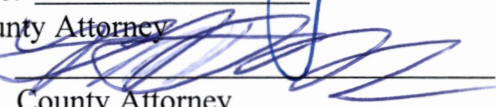
**24. Lonestar Infrastructure Protection Act Verification.**

Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87<sup>th</sup> Legislature, Regular Session), as amended, and to the extent this Agreement grants to the Foundation direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, the Foundation verifies that neither the Foundation, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term "critical infrastructure" shall have the meaning assigned to such term in Section 2274.0101, Texas Government Code.

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the County and the Foundation.

FORT BEND COUNTY, TEXAS

THE GEORGE FOUNDATION

  
\_\_\_\_\_  
K.P. George, County Judge  
Date: \_\_\_\_\_  
County Attorney  
By:  \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE**

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS TO THE DISTRICT THAT IT (**CHECK THE APPROPRIATE BOX**):

- IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE DISTRICT PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 TO THE DISTRICT ON \_\_\_\_\_, 2024, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT TO THE DISTRICT.

\_\_\_\_\_  
REPRESENTATIVE OF BUSINESS ENTITY

Exhibit A  
Service Area

Exhibit B  
Interchange Area

Exhibit C  
Foundation Access