

AGREEMENT BETWEEN FORT BEND COUNTY AND HINES TEXAS HERITAGE INVESTORS LP

This 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 HINES TEXAS HERITAGE INVESTORS LP, a Delaware limited partnership ("Hines" or "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 wish to jointly finance certain major thoroughfares and related improvements, including paving, detention and land, outfalls, culvert crossings, bridge crossings, land bridges, interchanges, roundabouts, traffic signalization, sidewalks, share-use paths, and any improvements in aid of the foregoing (the "Public Improvements") pursuant to Section 791.028, Texas Government Code ("Section 791.028") under which the County and the Developer may contract for the construction and payment of a road project; and pursuant to Chapter 472, Texas Transportation Code ("Chapter 472"), under which the County may pay for the joint construction of public roads.
- b. The Public Improvements, along with the estimated costs, are contained in **Exhibit "A"** attached hereto and incorporated herein by reference.
- c. The Developer will construct the Public Improvements to serve approximately 2,951.9 acres (the "Service Area") in accordance with the applicable County regulations in effect as of the Effective Date and the Drainage Impact Study approved by the County on October 23, 2024, with such property described further on **Exhibit "B"**.
- d. The County and the Developer will coordinate with Fort Bend County Municipal Utility District No. 275 to execute the Joinder Agreement in the form attached in **Exhibit "C"** attached hereto and incorporated by reference upon its creation and organization to fulfill the all of obligations of the District stated herein, including those regarding Public Improvements as authorized under, and in accordance with Section 791.028 and Chapter 472.
- e. The County hereby finds and determines that this Agreement, and each and every one of the Public Improvements are authorized under the a county's general authority over roads, highways, and bridges provided in Section 251.016, Texas Transportation Code, and are in the best interests of the County
- f. The County hereby further finds and determines that entering into this long-term Agreement with Developer will accelerate the delivery of the Public Improvements, particularly the Texas Heritage Parkway, which upon completion will mitigate traffic on the Westpark Tollway, FM 1463, and FM 359; such acceleration due to Developer to covering the initial costs and bearing the risk to finance and construct the Public Improvements

2. Definitions and Terms

- a. **"Annual Payment"** means a sum of money payable by the County to the Developer or District equal to 75% of the Tax Increment. The calculation of the Developer 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 to the County.
- b. **"Base Value"** means the total taxable value of all real property within the boundaries of the Service Area as of January 1, 2024 (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 District ("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 the District from time to time for the specific purpose of paying for or reimbursing the Developer for the payment of the Public Improvements Costs (defined in Article 3.B), and are secured by, in part or in full, the Developer 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. **"Developer"** means HINES TEXAS HERITAGE INVESTORS LP, a Delaware limited partnership ("Hines"), and their subsidiaries or affiliates, and their successors or assigns.
- f. **"District"** means Fort Bend Municipal Utility District No. 275, or such other conservation and reclamation district that will be created to serve as the "Master District" or regional district to provide the Public Improvements to the Service Area.
- g. **"Interest"** means the lesser of the borrowing rate of Unreimbursed Amounts expended for the Public Improvement Costs incurred by the Developer from the Effective Date or the "all-in True Interest Cost" of bonds issued by the District to reimburse the Developer for Public Improvement Costs..
- h. **"Revenue Fund"** means the fund established by the District into which the Developer Annual Payments are deposited together with any interest collected on those deposits.
- i. **"Service Area"** means that area located within and in the vicinity of the Developer's property, as further shown in **Exhibit "B"**.
- j. **"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.
- k. **"Unreimbursed Amounts"** means the amounts expended by or on behalf of the

Developer that qualify as Public Improvements Costs and that have not been reimbursed by the District.

3. Public Improvements, Public Improvements Costs, and Reimbursement

- a. **The Public Improvements.** The Developer intends to finance and construct certain Public Improvements listed in **Exhibit "A"** each of which may be constructed in phases. The Developer, in its sole discretion and in consultation with the County, will determine the timing, phasing and sequencing of the design, construction and financing of the Public Improvements, subject to termination provisions in Section 8.b. The Developer 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, from other funds of the District or from proceeds of the Bonds.
- b. **Public Improvements Costs.** "Public Improvements Costs" are defined as the actual costs of for the Public Improvements listed in **Exhibit "A"**. The Public Improvements eligible for reimbursement are only those projects identified in Exhibit A. 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; (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, and (iv) the payments of interest and debt service on the Bonds issued to finance Public Improvement Costs. Public Improvements Costs also includes the reimbursement to the Developer for the Public Improvements Costs described above advanced to or on behalf of the Developer, provided that the Developer 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 Developer. However, the County and the District are each 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. The County is neither liable for any personal property taxes, charges, or fees assessed against the District or the Developer nor obligated to reimburse District or the Developer for any taxes, charges, or fees assessed against District or developer for the supplies or materials provided or any services rendered.

- c. **Reimbursement.** The District will reimburse the Developer for the Public Improvements by issuing District bonds payable from the Annual Payments which may be further secured by contract tax revenues. The Parties hereby acknowledge such bonds issued by the District are for qualifying infrastructure pursuant to Section 26.012, Texas Tax Code.

- d. **County Option to Directly Fund.** The County has the option, within its sole discretion, to directly fund fifty percent (50%) of the Public Improvement Costs for Texas Heritage Parkway. The County must provide notice of its election to directly fund within two (2) years of the Effective Date. The County must provide funds to the Developer in the amount of fifty percent (50%) of the cost of Texas Heritage Parkway, as estimated by the District engineer, including fifty percent (50%) of the cost incurred to that date, within 120 days of such notice.
- e. **Creation of Municipal Utility District.** The Parties acknowledge that Developer intends to create Fort Bend County Municipal Utility District No. 275, which has not been created at the time this Agreement is being executed. Developer shall cause the District's Board of Directors to approve and execute the Joinder Agreement in the form attached in **Exhibit "C"** attached hereto and incorporated by reference upon its creation and organization to fulfill the all of obligations of the District stated herein, including those regarding Public Improvements as authorized under, and in accordance with Section 791.028 and Chapter 472. Developer shall deliver the executed Joinder Agreement to County within 30 days after the Districts Board holds its first organizational meeting.

4. **Annual Payments**

- a. **Annual Payments.** Conditioned upon the District's execution of the Joinder and subject to Section 4(b) below, the County agrees to pay the Annual Payment to the District commencing with the tax year ending December 31, 2025 and continuing each year until this Agreement has been terminated in accordance with Article 7, unless the County and the District duly authorize an agreement in writing to continue the Annual Payment after such termination. The County agrees to pay the Annual Payment to the District, from the proceeds of the Annual Payment, commencing with the tax year ending December 31, 2024, and continuing each year through the earlier of i) the tax year ending December 31, 2055, including tax collections received in 2056 for the tax year 2055, 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 by the District to the Developer. The County will pay to the District the Annual Payment, plus any portion of the prior years' Annual Payments not previously paid to the District, once each year by May 31st. 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 District 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 District, 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 District 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 District 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 District 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 District shall reimburse all such remaining amounts to the County within 135 days.

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

5. Use of Annual Payment and Bonds

- a. **The Revenue Fund.** The District will deposit the proceeds of the Annual Payment into the Revenue Fund, which fund must be accounted for independently from other funds of the District. The Revenue Fund may be invested or reinvested, from time to time, as provided in the investment policy of the District 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 District only as permitted under this Agreement.
- b. **The Bonds.** Upon approval of the Fort Bend County Auditor, which shall not unreasonably be withheld, 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 the 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. The District may pledge and assign all or part of the Annual Payment and the Revenue Fund to:

- i. the owners and holders of the Bonds;
- ii. lenders of money to the District; and
- iii. a developer pursuant to a development financing agreement with the District.

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

- c. **Use of the Annual Payments and Revenue Fund.** The Revenue Fund may be used only to fund the public infrastructure identified in Exhibit A. Any other use of funds shall require advance written approval by County.
- d. **Annual Report.** During the term of this Agreement, the District agrees to provide to the County, on an annual basis within 135 days of the District's fiscal year end, a copy of the District'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 or from proceeds of the Bonds during the prior fiscal year;
 - iii. The amount of principal and interest due on outstanding Bonds;
 - iv. The amount of Public Improvements Costs paid by the District or advanced by the Developer during the prior fiscal year and the date of such payment or advance;
 - v. A schedule of Interest that has accrued on funds expended by the District or the Developer 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
 - vi. Any final report of the District's auditor relating to amounts owed by the District as reimbursement to the Developer for Public Improvements Costs that were received and approved by the District's Board of Directors during the prior fiscal year, which report will be determinative of the calculation of Public Improvement Costs for any amounts advanced by the Developer.
- e. **Bonds as Obligation of the District.** The Bonds are obligations solely of the District and not obligations or indebtedness of the County; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Revenue Fund or any Annual Payments, which may be made by the District as provided herein, to the payment of the principal of or interest on the Bonds or other contractual obligations of the District for the Public Improvements;
- f. **Obligations of the County and District 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 without cause. Should the County determine the District is in default on the Agreement, the procedures in Article 8 shall be followed prior to the determination of whether the Agreement may be terminated. Nothing contained in this paragraph may be construed to release the District from performance of any portion of the Agreement. In the event the District fails to perform any portion of the Agreement, the County may institute such action against the District 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. Authority of District to Issue Bonds.

- a. Bond Provisions. Unless the County otherwise agrees in writing, the District's Bonds shall comply with the conditions in this section. The District's Bonds shall:
(a) reserve the right to redeem the Bonds not later than fifteen (15) years after their issuance; (b) such redemption right shall not require the payment of premium to the holder(s) of the Bonds; and (c) such redemption shall be permitted not less frequently than each interest payment date after the Bonds first become optionally redeemable. Unless permitted by applicable law, the Bonds shall be sold only after the taking of public bid therefor. None of such Bonds, other than refunding bonds, will be sold for less than 95% of par. The net effective interest rate on the District's Bonds as calculated by Chapter 1204 of the Texas Government Code will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such bonds is given, and that bids for the bonds.
- b. Bonds as Obligations of District. Unless and until the County shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the County. The Bonds shall not contain any pledge of the revenues from the operation of the Public Improvements.
- c. Construction by Third Parties. From time to time, the District may enter into one or more agreements with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Public Improvements. Under the terms of such agreements, the landowners or developers will be obligated to finance and construct the Public Improvements in the manner which would be required by law if such work were being performed by the District. Each such agreement will provide for the purchase of the Public Improvements by the District from the landowners or developers using the proceeds of one or more issues of Bonds, as permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies or as provided in Section 6.01 below.
- d. Construction Audit. The District shall have the construction cost of each part of the Public Improvements audited upon completion of that part, and all records of the District shall be subject to inspection by the County at all reasonable times; provided

that the County gives reasonable written prior notice of such inspection.

7. County Tax Increment Reinvestment Zone

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 District 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 County will administer the TIRZ's Project Plan and Plan of Finance. With regards to the implementation and financing of the Public 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 District may be utilized for the same purposes as the Annual Payments.

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, 2055, unless this Agreement is terminated earlier, provided that the County's obligation to pay the Annual Payment, for the tax years ending December 31, 2055, and prior will continue to extend through December 31, 2056, as the County collects its tax revenues for real property within the District. 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 Public Improvements have been completed, and all costs incurred by the District and/or Developer associated therewith have been reimbursed, this Agreement shall hereby automatically terminate. Notwithstanding any other provision of this Agreement, the County, in their sole and absolute discretion, shall have the right, upon twelve (12) months' prior written notice to Developer, to terminate this Agreement if: (i) Developer does not commence construction of the Texas Heritage Parkway through the Service Area to a connection to the Texas Heritage Parkway constructed on the land adjoining the southern boundary of the Service Area on or before eight (8) years following financial closing on the purchase by Developer of the land upon which the Public Improvements will be located; or (ii) Developer does not cause completion of the remaining Public Improvements on or before twelve (12) years following financial closing on the purchase by Developer of the land upon which the remaining Public Improvements will be located. Such termination under this Section shall only apply to Public Improvements that have not commenced within the time period prescribed. The County will be responsible for paying Public Improvement Costs incurred by the District and/or Developer up until the effective date of termination. Any delays caused by regulatory changes or approval from the governing jurisdiction will result in an adjustment of the days counted towards the expiration of commencement dates.

- 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 District's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the District's timely procurement of all entitlements required for the Public Improvements.
- d. **Payment Default.** The County and District each agrees that its failure to pay the Annual Payment, when due is an event of default (a "Payment Default") and that the District is entitled to any and all of the remedies available in Section 7(e) below or otherwise at 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.

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 forty-five (45) 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

- f. The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement.
- g. This Agreement is governed by the laws of the State of Texas.
- h. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- i. 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 District.
- b. The Parties agree that no provision of this Agreement extends the County's or the District'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 Developer and/or the District 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 District or the District of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- d. Neither the County nor the District 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 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.

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 District 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. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may be transferred or assigned by Owner only upon written permission by County, which permission shall not be unreasonably withheld.
- b. Notwithstanding the foregoing, the District may assign its rights under this Agreement, upon written notice to the County, to (i) a municipal management district created for the purpose of providing services to the Service Area without the prior written consent of the County or the District; and/or (ii) a corporation created to aid, assist and act on behalf of the District without the prior written consent of the County or the District.
- c. As a condition for giving consent, the County or the District may require that any assignee of the District agree to comply with all competitive bidding requirements contained in any procurement or purchasing statute to which the District 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. 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 District and their respective 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 District 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 District 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. District affirmatively consents to the disclosure of its email addresses that are provided to the County or the District, 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 District and agents acting on behalf of District 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 District: Fort Bend County Municipal Utility District No. 275
c/o Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478

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

With a copy to: Fort Bend County Attorney's Office
401 Jackson Street, 3rd Floor
Richmond, Texas 77469
Attention: 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. State Law Requirements for Contracts with Governmental Entities

The contents of this Section are required by Texas law and are included by the County regardless of content. For purposes of such, Developer verifies, represents, warrants, and agrees as follows:

Chapter 2271 – Anti-Boycott of Israel Verification. Developer is not a Company that boycotts Israel and will not boycott Israel so long as the Agreement remains in effect. The terms “boycotts Israel” and “boycott Israel” have the meaning assigned to the term “boycott Israel” in Section 808.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, but does not mean a sole proprietorship.

Chapter 2252 – Anti-Terrorism Verification. At the time of this Agreement, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

Chapter 2276 – Anti-Boycott of Energy Companies Verification. Developer is not a Company that boycotts energy companies and will not boycott energy companies so long as the Agreement remains in effect. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

Chapter 2274 – Anti-Discrimination of Firearm Entity or Firearm Trade Association Verification. Developer is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association so long as the Agreement remains in effect. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

Chapter 2275 – Lone Star Infrastructure Protection Act Verification. If under this Agreement, Developer is granted direct or remote access to or control of critical infrastructure, excluding access specifically allowed for product warranty and support purposes, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any 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 any designated country; or (ii) is 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” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Liability for breach of any verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

20. 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.

21. 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.

[EXECUTION PAGE FOLLOWS.]

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 District.

FORT BEND COUNTY, TEXAS



KP George, County Judge

Date of Execution: December 18, 2024

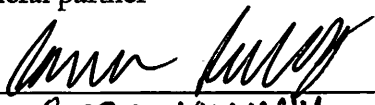
DEVELOPER

HINES TEXAS HERITAGE INVESTORS LP,
a Delaware limited partnership

By: Texas Heritage GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Texas Heritage Associates LP,
a Delaware limited partnership,
its sole member

By: Hines Interests Limited Partnership,
a Delaware limited partnership,
its general partner

By: 
Name: Carson Munnelly
Title: Managing Director

Date of Execution: December 17th, 2024

EXHIBIT A

Public Improvements, along with the estimated costs

EXHIBIT A
ESTIMATED PROJECT COST
+/- 2,952 ACRE TRACT WITHIN FORT BEND COUNTY



Road & Drainage Items	Construction Estimate	Engineering & Testing (18%)	Total
Texas Heritage Pkwy Phase 1	\$10,044,000	\$1,807,920.00	\$ 11,851,920.00
Texas Heritage Pkwy Phase 2	\$13,491,900	\$2,428,542.00	\$ 15,920,442.00
Texas Heritage Pkwy Phase 3	\$12,031,200	\$2,165,616.00	\$ 14,196,816.00
Bellaire Blvd Phase 1	\$4,387,500	\$789,750.00	\$ 5,177,250.00
Bellaire Blvd Phase 2	\$7,036,250	\$1,266,525.00	\$ 8,302,775.00
Sub-Total Roads & Drainage	\$46,990,850	\$8,458,353.00	\$ 55,449,203.00

Detention & Mitigation Items	Construction Estimate	Engineering & Testing (18%)	Total
Texas Heritage Pkwy Phase 1 Detention	\$1,030,973	\$185,575.07	\$ 1,216,547.70
Texas Heritage Pkwy Phase 2 Detention	\$516,565	\$92,981.66	\$ 609,546.45
Texas Heritage Pkwy Phase 3 Detention	\$495,173	\$89,131.10	\$ 584,303.86
Bellaire Blvd Phase 1 Detention	\$73,417	\$13,215.04	\$ 86,631.93
Bellaire Blvd Phase 2 Detention	\$154,317	\$27,777.05	\$ 182,093.97
Texas Heritage Pkwy Phase 2 Mitigation	\$419,467	\$75,504.00	\$ 494,970.67
Texas Heritage Pkwy Phase 3 Mitigation	\$693,862	\$124,895.23	\$ 818,757.63
Bellaire Blvd Phase 2 Mitigation	\$333,508	\$60,031.49	\$ 393,539.75
Sub-Total Detention Items	\$3,717,281	\$669,110.64	\$ 4,386,391.96

EXHIBIT A
ESTIMATED PROJECT COST
+/- 2,952 ACRE TRACT WITHIN FORT BEND COUNTY



Miscellaneous Items		Construction Estimate	Engineering & Testing (18%)	Total
Intersection/Roundabout (7 @ \$2MM)		\$14,000,000	\$2,520,000	\$16,520,000
Bridge Crossings (1 @ \$4MM)		\$4,000,000	\$720,000	\$4,720,000
Culvert Crossings - Detention				
Texas Heritage Pkwy Phase 1	Culvert N1	\$94,882	\$17,079	\$111,960
Texas Heritage Pkwy Phase 2	Culvert S2	\$60,359	\$10,865	\$71,224
Texas Heritage Pkwy Phase 3	Culvert S4	\$55,389	\$9,970	\$65,359
Bellaire Blvd Phase 2	Culvert N6	\$17,044	\$3,068	\$20,112
Culvert Crossings - Mitigation				
Texas Heritage Pkwy Phase 2	Culvert MB3	\$247,655	\$44,578	\$292,233
Texas Heritage Pkwy Phase 3	Culvert MB5 & 6	\$1,237,175	\$222,691	\$1,459,866
Bellaire Blvd Phase 2	Culvert N11	\$51,704	\$9,307	\$61,011
Outfall to Prairie Creek				
Texas Heritage Pkwy Phase 1	Outfall N4	\$72,986	\$13,137	\$86,123
Bellaire Blvd Phase 2	Outfall N9	\$13,111	\$2,360	\$15,471
Outfall to Jones Creek				
Texas Heritage Pkwy Phase 2	Outfall CC	\$46,430	\$8,357	\$54,788
Texas Heritage Pkwy Phase 3	Outfall CC	\$42,607	\$7,669	\$50,276
Land Costs*		\$24,142,694	\$0	\$24,142,694
*Maximum land value. Actual value shall be per Base Value.				
Sub-Total Miscellaneous		\$44,082,036	\$3,589,081	\$47,671,117
Total		\$94,790,167	\$12,716,545	\$ 107,506,712.43

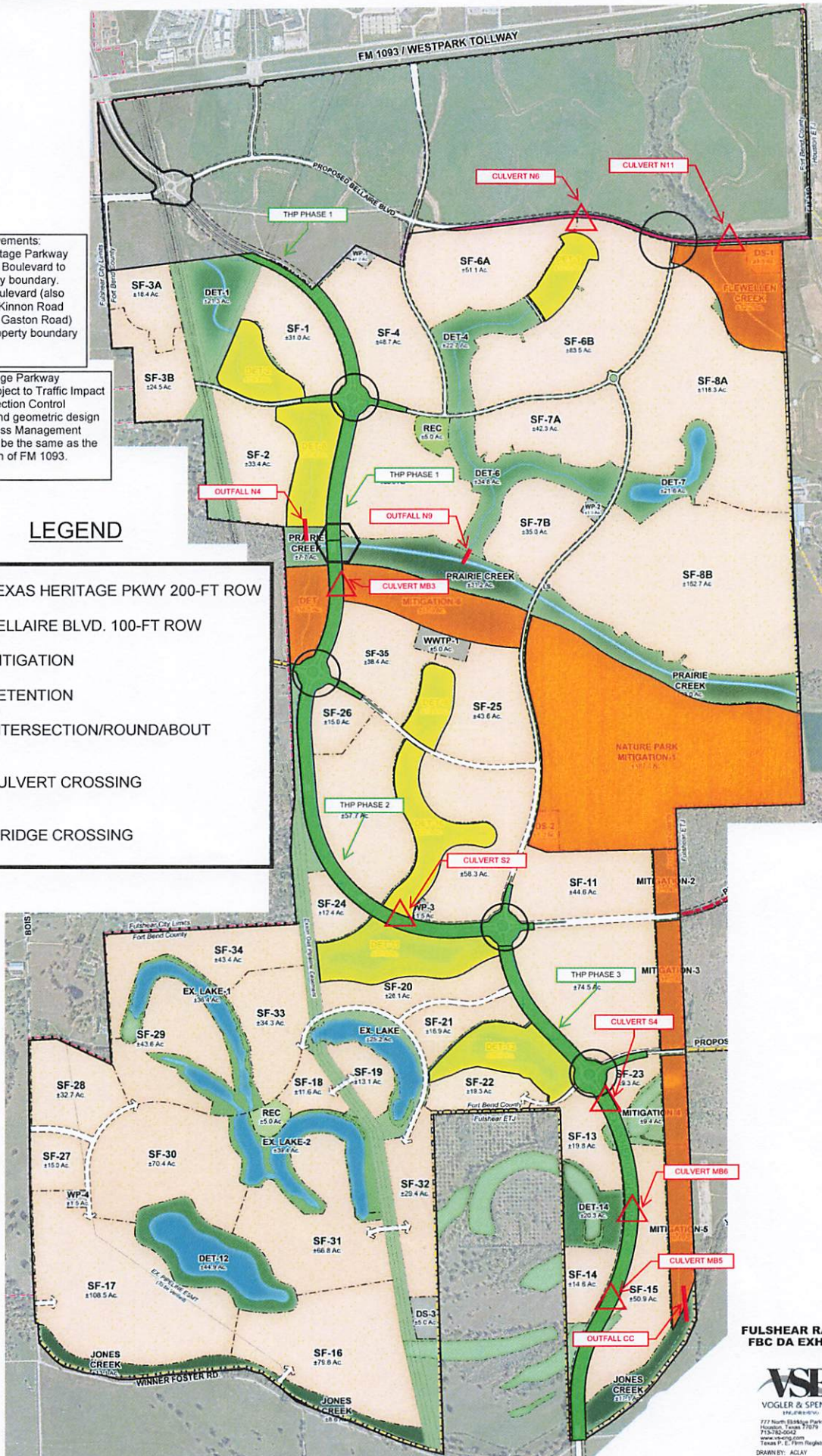
EXHIBIT B
SERVICE AREA

Public Improvements:
1. Texas Heritage Parkway
from Bellaire Boulevard to
south Property boundary.
2. Bellaire Boulevard (also
known as McKinnon Road
and Fulshear Gaston Road)
from west Property boundary
to FM 1093.

*Texas Heritage Parkway
alignment subject to Traffic Impact
Study, Intersection Control
Evaluation, and geometric design
criteria. Access Management
controls shall be the same as the
segment north of FM 1093.

LEGEND

- TEXAS HERITAGE PKWY 200-FT ROW
- BELLAIRE BLVD. 100-FT ROW
- MITIGATION
- DETENTION
- INTERSECTION/ROUNDBABOUT
- CULVERT CROSSING
- BRIDGE CROSSING



FULSHEAR RANCH
FBC DA EXHIBIT

VSE
VOGLER & SPENCER
INCORPORATED

777 North Eldridge Parkway, Suite 100
Houston, Texas 77059
713-785-0000
www.vseinc.com
Texas P.E. Firm Registration No. F148
DRAWN BY: ACAY
JOB NO: 20242 DATE: 12/15/24

EXHIBIT C
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

For and in consideration of the benefits of the Agreement between Fort Bend County and Hines Texas Heritage Investors LP dated December 17, 2024 ("Agreement"), receipt and sufficiency of which consideration is hereby acknowledged and agreed to, the undersigned hereby acknowledges and agrees that by executing this joinder, (i) it will become and be joined as a party to the Agreement, and (ii) to the extent the Agreement creates rights and obligations on behalf of the undersigned, it agrees to be bound by the terms of the Agreement that obligate the undersigned as if it were an initial party to the Agreement. The joinder shall apply to the Agreement and any subsequently executed amendment to the Agreement approved by the parties.

ACCEPTED AND AGREED TO this _____ day of _____, 2025.

Fort Bend County Municipal Utility District No. 275

By: _____
_____, President

ATTEST:

By: _____
_____, Secretary