

ownership of such Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Any notice required to be given by a party to a Designated Mortgagee shall be given as provided above at the address designated upon the identification of the Designated Mortgagee, Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Fulshear P.O. Box 279 Fulshear, Texas 77441 Attn: City Secretary Facsimile: (281) 346-2556
With copy to:	Grady Randle Randle Law Office LTD, LLP 820 Gessner, Suite 1570 Houston, Texas 77024 Facsimile: (832) 476-9554
Developer:	D.R. Horton-Texas, Ltd. Attn: Chris Lindhorst 6744 Horton Vista Drive, Suite 100 Richmond, TX 77407

With copy to: Coats Rose, P.C.
 Attn: Timothy G. Green
 9 Greenway Plaza, Suite 1000
 Houston, Texas 77046
 Facsimile: (713) 651-0220

Owners: c/o Kevin Franz
 P. O. Box 85
 Fulshear, Texas 77492

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least 5 days written notice to the other parties. A Designated Mortgagee may change its address in the same manner by written notice to all of the parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 9.02 Time. Time is of the essence in all things pertaining to the performance of the provisions listed under Article VII of this Agreement.

Section 9.03 Severability by Court Action. Unless the court applies Section 9.04, if any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

Section 9.04 Invalid Provisions. If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

Section 9.05 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.06 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Fort Bend County, Texas.

Section 9.07 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 9.08 Further Documents. 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 do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.09 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 9.10 Effect of State, Federal, and Local Laws. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas.

Section 9.11 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. Each Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entity.

Section 9.12 Reimbursement of City Expenses. Developers shall reimburse the City for its expenses incurred in the development of this Agreement, including but not limited to legal fees, within ninety (90) days of receipt of an invoice of such expenses from the City, provided that Developers shall not be required to reimburse the City in an amount in excess of five thousand dollars (\$5,000).

Section 9.13 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, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, 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 relied upon, the party

whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, 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 or the State of Texas or any civil or military authority, insurrections, riots, epidemics and pandemics, including, without limitation, COVID-19, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, and any other inability of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. The COVID-19 virus is specifically acknowledged as a pandemic and a force majeure and the parties agree that any deadlines related to this Agreement shall be extended or tolled for a period of time equal to the lesser of (a) time the Property is subject to any national, state, county, or city disaster declaration, and (b) sixty (60) days; provided, however, this provision shall not be applicable to any deadline stated in Sections 8.02 and 9.16 of this Agreement.

Section 9.14 Purchase of the Property. The City and each Developer covenant, acknowledge, and agree as follows:

(a) Owners are the owners of the Property as of the Effective Date and the prospective seller of the Horton Tract to Horton pursuant to the contract to purchase referred to in the Recitals herein;

(b) in no event and under no circumstances shall the Property be bound by or subject to the terms, covenants, and agreements of the City and Developers in this Agreement until all or a portion of the Horton Tract is purchased by Horton, nor shall Owners be liable for, obligated for, bound by, or assume, any duty, covenant, representation, warranty, or agreement of either or both the City or Developers under or pursuant to this Agreement until same;

(c) the City and Developers, jointly and severally, covenant and agree that neither this Agreement nor any memorandum or other evidence of this Agreement shall be filed or recorded in the real property records of the County by either the City or either Developer or any agent, representative, employee, attorney or other person for or on behalf of either or both the City or either Developer, or at the direction of or with the approval of either the City or either Developer on or before the date the Horton Tract is purchased by Horton;

(d) in the event that this Agreement or any memorandum or other evidence of this Agreement is filed or recorded in the real property records of County on or before the date all or a portion of the Horton Tract is purchased by Horton, then immediately upon demand by Owners, the City and Horton, jointly and severally covenant and agree to execute acknowledge and deliver to Owners a written full and final release and discharge of this Agreement against the Property in such form as Owners shall request;

(e) Owners are relying upon the covenants and agreements by the City and Horton in this Section 9.14 in order to grant to Horton certain rights in connection with said contract to purchase and would not grant such rights to Horton but for the covenants and agreements of the City and Horton in this Section 9.14;

(f) the covenants and agreements of this Section 9.14 may be enforced by Owners in any proceeding at law or in equity against any person or entity violating or threatening to violate any covenant or agreement, either or both to enjoin or restrain the violation thereof or to recover damages, including, without limitation, consequential and punitive damages, by reason of any violation or threatened violation; further no bond shall ever be required of Owners as a condition of any injunction or restraining order, or if required for any reason whatsoever, it is specially agreed that a bond in an amount not exceed One Thousand and No/100 Dollars (\$1,000.00) shall be deemed reasonable and satisfactory for all purposes.

Section 9.15 Anti-Boycott Verifications. Each of the Developers hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developers understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 9.16 Iran, Sudan and Foreign Terrorist Organizations. Each of the Developers represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the

following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF FULSHEAR, TEXAS

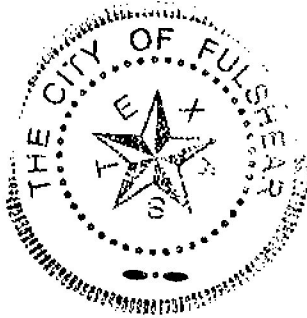
By: _____

Aaron Groff, Mayor

Date: _____

12-15-2020

ATTEST



By: _____

Kimberly Kopecky, City Secretary

THE STATE OF TEXAS

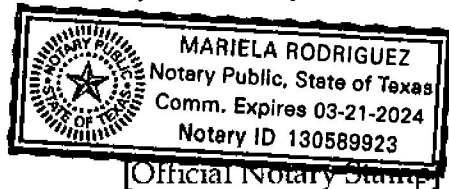
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COUNTY OF FORT BEND

§

This instrument was acknowledged before me on the 15th day of December, 2020, by Aaron Groff, Mayor of the City Fulshear, Texas, and Kimberly Kopecky, City Secretary of the City of Fulshear, Texas.



[Official Notary Stamp]

Notary Public, State of Texas

D.R. HORTON-TEXAS, LTD.,
a Texas limited partnership

By: D.R. Horton, Inc., a Delaware
corporation, Its authorized agent

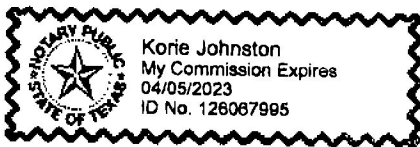
By: 

Name: Mark Helms


Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on DECEMBER 17 2020, by MARK HELMS, VICE PRESIDENT of D.R. Horton, Inc., a Delaware corporation, which is the authorized agent of D. R. HORTON - TEXAS, LTD., a Texas limited partnership, on behalf of said corporation and said limited partnership.



(NOTARY SEAL)


Notary Public, State of Texas

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in multiple copies, each of which will be deemed to be an original, on the dates set forth below.

OWNERS:

Raelynn Franz
RAELYNN FRANZ, Trustee of the F,H, & L
2012 Trust

Raymond Dale Franz
RAYMOND DALE FRANZ, Trustee of the
RDF Trust

Kevin Scott Franz
KEVIN SCOTT FRANZ, Trustee of the BAMM
Trust

Kelli Jean Franz Spilman
KELLI JEAN FRANZ SPILMAN, Trustee of the
KJFS Trust

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on DECEMBER 10, 2020, by
RAELYNN FRANZ, as Trustee of the F,H, & L 2012 Trust.



Ki Johnston
Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on DECEMBER 19 2020, by
 RAYMOND DALE FRANZ, as Trustee of the RDF Trust.



Korie Johnston
 Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on DECEMBER 19 2020, by KEVIN
 SCOTT FRANZ, as Trustee of the BAMB Trust.



Korie Johnston
 Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on DECEMBER 19, 2020, by KELLI
 JEAN FRANZ SPILMAN, as Trustee of the KJFS Trust.



Korie Johnston
 Notary Public, State of Texas

(NOTARY SEAL)

Exhibits:

- A-1 Horton Tract
- A-2 Owners Residual Tract
- B General Plan
- C Variances

Exhibit A-1
Horton Tract

EXHIBIT A-1

1,185.76 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
 Micajah Autrey Survey, Abstract 100
 John Jay Bond Survey, Abstract 113

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a 1,185.76 acre tract of land in the H. & T. C. Railroad Company Survey Section 75, Abstract 732, the Micajah Autrey Survey, Abstract 100, and the John Jay Bond Survey, Abstract 113, Fort Bend County, Texas, being out of and a part of the residue of that certain called 1,316.47 acre tract of land recorded under County Clerk's File Number 2012149037, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a cotton picker spindle set in the centerline of Jordan Road (called 80-foot wide (as dedicate in Volume 398, Pages 94, 96, 99 and 100, D.R.F.B.C.T.)) for the northwest corner of said called 1,316.47 acre tract of land, said point being in the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of the adjoining Nathan Brookshire League, Abstract 14, and being the northeast corner of an adjoining 17.37 acre tract (Commercial Tract No. 1) surveyed by the undersigned this date;

Thence North 87 degrees 38 minutes 18 seconds East (called North 89 degrees 12 minutes 37 seconds East) along the upper north line of said called 1,316.47 acre tract and the north line of said adjoining Commercial Tract No. 1, at 36.73 feet pass an aluminum disk stamped "DH2", at 40.00 feet pass a ½ inch iron pipe with cap marked "Kalkomey Surveying" found on said line at its intersection with the east right-of-way line of Jordan Road for the southwest corner of an adjoining called 11.478 acre tract recorded under County Clerk's File Number 2006020697, Official Public Records, Fort Bend County, Texas, at 1,040.00 feet pass a ½ inch iron pipe with cap marked "Kalkomey Surveying" found on said line for the southeast corner of said adjoining called 11.478 acre tract, same being a southwest corner of the adjoining residue of a called 1,352.43 acre tract recorded under County Clerk's File Number 2015027940, Official Public Records, Fort Bend County, Texas, and continuing for a total distance of 1,596.12 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set on said line for the northeast corner of said adjoining Commercial Tract No. 1, for the upper northwest corner and **Place of Beginning** of the herein described tract, said point being in the easterly line of a called 50-foot wide easement (Easement No. 2) recorded under County Clerk's File Number 2018008018, Official Public Records, Fort Bend County, Texas;

Thence North 87 degrees 38 minutes 18 seconds East (called North 89 degrees 12 minutes 37 seconds East) along the upper north line of the herein described tract and said called 1,316.47 acre tract, same being a south line of said adjoining residue of a called 1,352.43 acre tract recorded under County Clerk's File Number 2015027940, Official Public Records, Fort Bend County, Texas, at 2,254.57 feet pass a ½ inch iron pipe with cap marked "Kalkomey Surveying" found on said line, at 4,359.31 feet pass a 5/8 inch iron rod with cap marked "IDS" found on said line for the upper southwest corner of Restricted Reserve "E" of the adjoining Jordan Ranch Sec 15, according to map or plat thereof recorded under County Clerk's File Number 20190029, Plat Records, Fort Bend County, Texas, and continuing for a total distance of 4,431.91 feet to a 5/8 inch iron rod with cap marked "IDS" found for the upper northeast corner of the herein described tract and said called 1,316.47 acre tract, same being a reentry corner to said adjoining Restricted Reserve "E", said point being in the east line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the west line of the adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261;

Page 1 of 8

K:\16806\16806-0001-00 1,309 Acre Franz Tract Boundary Survey\1 Surveying Phase\Documents Created\1185.76ac.docx

EXHIBIT A-1

1,185.76 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
 Micajah Autrey Survey, Abstract 100
 John Jay Bond Survey, Abstract 113

Thence South 01 degree 59 minutes 11 seconds East (called South 00 degrees 23 minutes 45 seconds East) along the upper east line of the herein described tract and said called 1,316.47 acre tract, the east line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, and along the upper east line of the aforementioned Micajah Autrey Survey, Abstract 100, same being the west line of said adjoining Restricted Reserve "E" and the west line of said adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261, at 24.59 feet pass a 5/8 inch iron rod with cap marked "IDS" found on said line for the lower southwest corner of said adjoining Restricted Reserve "E", same being a northwest corner of the aforementioned adjoining residue of a called 1,352.43 acre tract, at 2,433.98 feet pass a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found on said line for a southwest corner of said adjoining residue of a called 1,352.43 acre tract, same being the northwest corner of an adjoining called 187.19 acre tract recorded under County Clerk's File Number 2015088944, Official Public Records, Fort Bend County, Texas, and continuing for a total distance of 2,651.49 feet to a 5/8 inch iron rod with cap marked "Pape-Dawson" found on said line for corner, said point being the northeast corner of an adjoining called 23.900 acre tract recorded under County Clerk's File Number 2020161957, Official Public Records, Fort Bend County, Texas;

Thence along the common line of the herein described tract and said adjoining called 23.900 acre tract to 5/8 inch iron rods with caps marked "Pape-Dawson" found at the following courses and distances:

South 89 degrees 59 minutes 40 seconds West, 143.08 feet (adjoiner called West, 143.09 feet);

South 38 degrees 45 minutes 53 seconds West, 1,466.80 feet (adjoiner called South 38 degrees 46 minutes 07 seconds West, 1,466.80 feet);

South 67 degrees 41 minutes 07 seconds East, 521.48 feet (adjoiner called South 67 degrees 40 minutes 53 seconds East, 521.48 feet);

South 52 degrees 37 minutes 46 seconds East, 34.71 feet (adjoiner called South 52 degrees 37 minutes 32 seconds East, 34.71 feet);

South 37 degrees 37 minutes 46 seconds East, 34.74 feet (adjoiner called South 37 degrees 37 minutes 32 seconds East, 34.74 feet);

South 22 degrees 37 minutes 46 seconds East, 93.72 feet (adjoiner called South 22 degrees 37 minutes 32 seconds East, 93.72 feet);

South 37 degrees 37 minutes 46 seconds East, 45.16 feet (adjoiner called South 37 degrees 37 minutes 32 seconds East, 45.16 feet) to a 5/8 inch iron rod with cap marked "Pape-Dawson" found for corner, said point being the north corner of an adjoining 41.41 acre tract (Commercial Tract No. 3) surveyed by the undersigned this date;

EXHIBIT A-1

1,185.76 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
 Micajah Autrey Survey, Abstract 100
 John Jay Bond Survey, Abstract 113

Thence along the common line of the herein described tract and said adjoining Commercial Tract No. 3 to 5/8 inch iron rods with caps marked "Jones | Carter" set at the following courses and distances:

South 40 degrees 23 minutes 42 seconds West, 326.04 feet;

North 62 degrees 37 minutes 52 seconds West, 665.42 feet;

South 38 degrees 43 minutes 15 seconds West, 840.18 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 03 degrees 37 minutes 24 seconds, an arc length of 154.93 feet, a radius of 2,450.00 feet, and a chord bearing South 51 degrees 14 minutes 21 seconds East, 154.90 feet;

South 49 degrees 25 minutes 40 seconds East, 210.59 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 40 degrees 41 minutes 46 seconds, an arc length of 1,669.17 feet, a radius of 2,350.00 feet, and a chord bearing South 69 degrees 46 minutes 33 seconds East, 1,634.30 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for corner, said point being the southeast corner of said adjoining Commercial Tract No. 3;

Thence South 02 degrees 55 minutes 24 seconds East departing the south line of said adjoining Commercial Tract No. 3, crossing said called 1,316.47 acre tract, 100.11 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for corner, being the northeast corner of an adjoining 30.56 acre tract (Commercial Tract No. 4) surveyed by the undersigned this date, said point being in a non-tangent curve to the right;

Thence along the common line of the herein described tract and said adjoining Commercial Tract No. 4, following around a line establishing Commercial Tract No. 4 as an out-tract from the herein described tract, to 5/8 inch iron rods with caps marked "Jones | Carter" set at the following courses and distances:

Thence with said non-tangent curve to the right, having a central angle of 33 degrees 09 minutes 25 seconds, an arc length of 1,417.81 feet, a radius of 2,450.00 feet, and a chord bearing North 73 degrees 39 minutes 35 seconds West, 1398.11 feet;

South 33 degrees 07 minutes 01 second West, 674.15 feet;

South 53 degrees 21 minutes 58 seconds East, 1,056.53 feet;

South 84 degrees 26 minutes 35 seconds East, 746.89 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set in a non-tangent curve to the right;

EXHIBIT A-1

1,185.76 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
 Micajah Autrey Survey, Abstract 100
 John Jay Bond Survey, Abstract 113

Thence with said non-tangent curve to the right, having a central angle of 02 degrees 24 minutes 42 seconds, an arc length of 86.28 feet, a radius of 2,050.00 feet, and a chord bearing North 14 degrees 32 minutes 59 seconds East, 86.28 feet;

North 15 degrees 45 minutes 20 seconds East, 200.06 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 16 degrees 54 minutes 17 seconds, an arc length of 575.34 feet, a radius of 1,950.00 feet, and a chord bearing North 07 degrees 18 minutes 11 seconds East, 573.25 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a compound curve to the left;

Thence with said compound curve to the left, having a central angle of 89 degrees 05 minutes 20 seconds, an arc length of 46.65 feet, a radius of 30.00 feet, and a chord bearing North 45 degrees 41 minutes 38 seconds West, 42.09 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for corner, said point being the above-mentioned northeast corner of said adjoining Commercial Tract No. 4;

Thence North 02 degrees 55 minutes 24 seconds West departing the north line of said adjoining Commercial Tract No. 4, crossing said called 1,316.47 acre tract, 100.11 feet to the above-mentioned 5/8 inch iron rod with cap marked "Jones | Carter" set for corner for the southeast corner of the aforementioned adjoining Commercial Tract No. 3, and being in a non-tangent curve to the left;

Thence along the common line of the herein described tract and said adjoining Commercial Tract No. 3, with the following courses and distances:

Thence with said non-tangent curve to the left, having a central angle of 91 degrees 51 minutes 44 seconds, an arc length of 48.10 feet, a radius of 30.00 feet, and a chord bearing North 43 degrees 56 minutes 42 seconds East, 43.11 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the end of said curve;

North 01 degree 59 minutes 11 seconds West, 1,159.64 feet to a 5/8 inch iron rod with cap marked "Pape-Dawson" found for corner, said point being the northeast corner of said adjoining Commercial Tract No. 3, and being in the south line of the aforementioned adjoining called 23.900 acre tract;

Thence South 67 degrees 35 minutes 25 seconds East along the south line of said adjoining called 23.900 acre tract, 54.90 feet to a 5/8 inch iron rod with cap marked "Pape-Dawson" found for corner, being the southeast corner of said adjoining called 23.900 acre tract, said point being in the upper east line of said called 1,316.47 acre tract and said Micajah Autrey Survey, Abstract 100, same being the west line of the aforementioned adjoining called 187.19 acre tract and the west line of the aforementioned adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261;

EXHIBIT A-1

1,185.76 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
 Micajah Autrey Survey, Abstract 100
 John Jay Bond Survey, Abstract 113

Thence South 01 degree 59 minutes 11 seconds East (called South 00 degrees 23 minutes 45 seconds East) along the upper east line of the herein described tract and said called 1,316.47 acre tract, and along the upper east line of the aforementioned Micajah Autrey Survey, Abstract 100, same being the west line of said adjoining called 187.19 acre tract and the west line of said adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261, 1,218.18 feet to a 5/8 inch iron rod with cap marked "ALES" found for a reentry corner to the herein described tract and said called 1,316.47 acre tract, same being the southwest corner of said adjoining called 187.19 acre tract, said point also being a reentry corner to said Micajah Autrey Survey, Abstract 100, same being the southwest corner of said adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261, from which point a found 2-inch iron pipe bears South 74 degrees 49 minutes 29 seconds West, 4.28 feet;

Thence North 87 degrees 59 minutes 34 seconds East (called North 89 degrees 43 minutes 41 seconds East) along the lower north line of the herein described tract, the lower north line of said called 1,316.47 acre tract, and the lower north line of said Micajah Autrey Survey, Abstract 100, same being the south line of said adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261, and the south line of said adjoining called 187.19 acre tract, 2,143.54 feet (called 2,143.41 feet) to a 1-¼ inch iron pipe found for the lower northeast corner of the herein described tract and said called 1,316.47 acre tract, same being the northwest corner of an adjoining called 0.1146 acre tract (Directors Lot 1) recorded under County Clerk's File Number 2009030903, Official Public Records, Fort Bend County, Texas;

Thence South 02 degrees 28 minutes 45 seconds East (called South 00 degrees 53 minutes 04 seconds East) along the lower east line of the herein described tract and said called 1,316.47 acre tract, same being the west line of said adjoining called 0.1146 acre tract, and along a west line of an adjoining called 631.26 acre tract recorded under County Clerk's File Number 2013000056, Official Public Records, Fort Bend County, Texas, 2,879.45 feet (called 2,878.66 feet) to a 1-inch iron pipe found for the southeast corner of the herein described tract and said called 1,316.47 acre tract, same being the northeast corner of an adjoining called 579.0 acre tract recorded under County Clerk's File Number 2008132362, Official Public Records, Fort Bend County, Texas, said point also being the southeast corner of the aforementioned John Jay Bond Survey, Abstract 113, same being the northeast corner of the adjoining Rufus Wright Survey, Abstract 344, from which point a 1-¼ inch iron pipe found for the upper southwest corner of said adjoining called 631.26 acre tract bears South 02 degrees 23 minutes 58 seconds East, 157.74 feet;

Thence South 87 degrees 29 minutes 12 seconds West (called South 89 degrees 07 minutes 35 seconds West, adjoiner called South 87 degrees 32 minutes 59 seconds West) along the south line of the herein described tract, the south line of said called 1,316.47 acre tract, and the south line of said John Jay Bond Survey, Abstract 113, same being the north line of said adjoining called 579.0 acre tract, and the north line of said adjoining Rufus Wright Survey, Abstract 344, 2,539.09 feet (adjoiner called 2,541.20 feet) to a 5/8 inch iron rod found for angle point, said point being the northwest corner of said adjoining called 579.0 acre tract, same being the northeast corner of an adjoining called 461.36 acre tract (Tract 2) recorded under County Clerk's File Number 2013104491, Official Public Records, Fort Bend County, Texas;

EXHIBIT A-1

1,185.76 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
 Micajah Autrey Survey, Abstract 100
 John Jay Bond Survey, Abstract 113

Thence South 87 degrees 31 minutes 50 seconds West (called South 89 degrees 07 minutes 35 seconds West, adjoiner called South 87 degrees 31 minutes 41 seconds West) along the south line of the herein described tract, the south line of said called 1,316.47 acre tract, and the south line of said John Jay Bond Survey, Abstract 113, same being the north line of said adjoining called 461.36 acre tract, and the north line of said adjoining Rufus Wright Survey, Abstract 344, at 5,571.55 feet pass a ½ inch iron pipe with cap marked "Kalkomey Surveying" found on said line at its intersection with the east right-of-way line of Jordan Road, and continuing for a total distance of 5,611.94 feet (adjoiner called 5,611.64 feet) to a 1-inch iron pipe found in the centerline of Jordan Road for the southwest corner of the herein described tract, the southwest corner of said called 1,316.47 acre tract, and the southwest corner of said John Jay Bond Survey, Abstract 113, same being the northwest corner of said adjoining called 461.36 acre tract, and the northwest corner of said adjoining Rufus Wright Survey, Abstract 344, as located in Jordan Road, said point being in the east line of the aforementioned adjoining Nathan Brookshire League, Abstract 14;

Thence North 02 degrees 20 minutes 34 seconds West (called North 00 degrees 40 minutes 20 seconds West) along the west line of the herein described tract, the west line of said called 1,316.47 acre tract, and the west line of said John Jay Bond Survey, Abstract 113, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, as located in Jordan Road, 1,588.06 feet to a cotton picker spindle set for angle point, said point being the upper southeast corner of an adjoining called 95.41 acre tract (Tract 1) recorded under County Clerk's File Number 2013104491, Official Public Records, Fort Bend County, Texas;

Thence North 02 degrees 22 minutes 16 seconds West (called North 00 degrees 40 minutes 20 seconds West) along the west line of the herein described tract, the west line of said called 1,316.47 acre tract, and the west line of said John Jay Bond Survey, Abstract 113, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, as located in Jordan Road, and along the west line of the aforementioned Micajah Autrey Survey, Abstract 100, same being the east line of said adjoining called 95.41 acre tract, 1,144.97 feet to a cotton picker spindle found for angle point, said point being the northeast corner of said adjoining called 95.41 acre tract, same being the southeast corner of an adjoining called 382.36 acre tract (Tract 4) recorded under County Clerk's File Number 2013104491, Official Public Records, Fort Bend County, Texas;

Thence North 02 degrees 14 minutes 35 seconds West (called North 00 degrees 40 minutes 20 seconds West) along the west line of the herein described tract, the west line of said called 1,316.47 acre tract, and the west line of said Micajah Autrey Survey, Abstract 100, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, and the east line of said adjoining called 382.36 acre tract, 4,030.79 feet to a cotton picker spindle found for angle point, said point being the northeast corner of said adjoining called 382.36 acre tract;

Thence North 02 degrees 18 minutes 25 seconds West (called North 00 degrees 40 minutes 20 seconds West and North 01 degree 04 minutes West) along the west line of the herein described tract, the west line of said called 1,316.47 acre tract, and the west line of said Micajah Autrey Survey, Abstract 100, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, as located in Jordan Road, 223.73 feet to a point on said line for corner, said point being the southwest corner of an adjoining 18.12 acre tract (Commercial Tract No. 2) surveyed by the undersigned this date;

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EXHIBIT A-1

1,185.76 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
 Micajah Autrey Survey, Abstract 100
 John Jay Bond Survey, Abstract 113

Thence along the common line of the herein described tract and said adjoining Commercial Tract No. 2 to 5/8 inch iron rods with caps marked "Jones | Carter" set at the following courses and distances:

South 71 degrees 42 minutes 52 seconds East, 228.82 feet;

North 37 degrees 01 minute 15 seconds East, 639.58 feet;

South 53 degrees 05 minutes 14 seconds East, 450.45 feet;

North 36 degrees 54 minutes 46 seconds East, 507.27 feet;

North 60 degrees 42 minutes 38 seconds West, 264.17 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set in a non-tangent curve to the left;

Thence with said non-tangent curve to the left, having a central angle of 30 degrees 29 minutes 16 seconds, an arc length of 1,037.62 feet, a radius of 1,950.00 feet, and a chord bearing North 75 degrees 53 minutes 45 seconds West, 1,025.42 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a compound curve to the left;

Thence with said compound curve to the left, having a central angle of 91 degrees 10 minutes 02 seconds, an arc length of 47.74 feet, a radius of 30.00 feet, and a chord bearing South 43 degrees 16 minutes 36 seconds West, 42.86 feet;

South 87 degrees 41 minutes 35 seconds West, 50.00 feet to a point for corner, being the northwest corner of said adjoining Commercial Tract No. 2, said point being in the west line of said called 1,316.47 acre tract and the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, as located in Jordan Road;

Thence North 02 degrees 18 minutes 25 seconds West (called North 01 degree 04 minutes West) along the west line of the herein described tract, the west line of said called 1,316.47 acre tract, and the west line of the aforementioned H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, as located in Jordan Road, 160.03 feet to a point on said line for the southwest corner of the aforementioned adjoining Commercial Tract No. 1;

Thence along the common line of the herein described tract and said adjoining Commercial Tract No. 1 with the following courses and distances:

North 87 degrees 41 minutes 35 seconds East, 50.00 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set in a non-tangent curve to the left;

EXHIBIT A-1

1,185.76 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
 Micajah Autrey Survey, Abstract 100
 John Jay Bond Survey, Abstract 113

Thence with said non-tangent curve to the left, having a central angle of 88 degrees 55 minutes 21 seconds, an arc length of 46.56 feet, a radius of 30.00 feet, and a chord bearing South 46 degrees 46 minutes 06 seconds East, 42.03 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 25 degrees 58 minutes 34 seconds, an arc length of 929.41 feet, a radius of 2,050.00 feet, and a chord bearing South 78 degrees 14 minutes 30 seconds East, 921.47 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for corner, being the southeast corner of said adjoining Commercial Tract No. 1, and being in the east line of the aforementioned called 50-foot wide Easement No. 2;

Thence North 39 degrees 01 minute 14 seconds East along the east line of said adjoining Commercial Tract No. 1 and the east line said Easement No. 2, 943.18 feet to the **Place of Beginning** and containing 1,185.76 acres of land, with 6.56 acres within the margins of Jordan Road, for a net acreage of 1,179.20 acres of land, more or less.

For reference and further description see Drawing No. 15233 prepared by the undersigned on same date.

December 14, 2020

Job Number 16806-0001-00

Jones | Carter
 1229 Corporate Drive, Suite 100
 Rosenberg, TX 77471
 (281) 342-2033
 Texas Board of Professional Land
 Surveying Registration No. 10046104




 Acting By/Through Chris D. Kalkomey
 Registered Professional Land Surveyor
 No. 5869
 CDKalkomey@jonescarter.com

Exhibit A-2
Owners Residual Tract

EXHIBIT A-2

Commercial Tract No. 1
17.37 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a 17.37 acre tract of land in the H. & T. C. Railroad Company Survey Section 75, Abstract 732, Fort Bend County, Texas, being out of and a part of the residue of that certain called 1,316.47 acre tract of land recorded under County Clerk's File Number 2012149037, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a cotton picker spindle set in the centerline of Jordan Road (called 80-feet wide (as dedicate in Volume 398, Pages 94, 96, 99 and 100, D.R.F.B.C.T.)) for the northwest corner of said called 1,316.47 acre tract of land, for the northwest corner and **Place of Beginning** of the herein described tract, said point being in the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of the adjoining Nathan Brookshire League, Abstract 14;

Thence North 87 degrees 38 minutes 18 seconds East (called North 89 degrees 12 minutes 37 seconds East) along the upper north line of the herein described tract and said called 1,316.47 acre tract, at 36.73 feet pass an aluminum disk stamped "DH2", at 40.00 feet pass a ½ inch iron pipe with cap marked "Kalkomey Surveying" found on said line at its intersection with the east right-of-way line of Jordan Road for the southwest corner of an adjoining called 11.478 acre tract recorded under County Clerk's File Number 2006020697, Official Public Records, Fort Bend County, Texas, at 1,040.00 feet pass a ½ inch iron pipe with cap marked "Kalkomey Surveying" found on said line for the southeast corner of said adjoining called 11.478 acre tract, same being a southwest corner of the adjoining residue of a called 1,352.43 acre tract recorded under County Clerk's File Number 2015027940, Official Public Records, Fort Bend County, Texas, and continuing for a total distance of 1,596.12 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set on said line for the northeast corner of the herein described tract, said point being in the easterly line of a called 50-foot wide easement (Easement No. 2) recorded under County Clerk's File Number 2018008018, Official Public Records, Fort Bend County, Texas;

Thence South 39 degrees 01 minute 14 seconds West establishing the east line of the herein described tract, being along the east line of said called Easement No. 2, 943.18 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract, said point being in a non-tangent curve to the left;

Thence establishing the southerly line of the herein described tract with the following courses and distances:

Thence with said non-tangent curve to the left, having a central angle of 25 degrees 58 minutes 34 seconds, an arc length of 929.41 feet, a radius of 2,050.00 feet, and a chord bearing North 78 degrees 14 minutes 30 seconds West, 921.47 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a reverse curve to the right;

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EXHIBIT A-2

Commercial Tract No. 1
17.37 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732

Thence with said reverse curve to the right, having a central angle of 88 degrees 55 minutes 21 seconds, an arc length of 46.56 feet, a radius of 30.00 feet, and a chord bearing North 46 degrees 46 minutes 06 seconds West, 42.03 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for corner;

South 87 degrees 41 minutes 35 seconds West, 50.00 feet to a point for the southwest corner of the herein described tract, said point being in the west line of said called 1,316.47 acre tract and the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of the aforementioned adjoining Nathan Brookshire League, Abstract 14, as located in Jordan Road;

Thence North 02 degrees 18 minutes 25 seconds West (called North 01 degree 04 minutes West) along the west line of the herein described tract, the west line of said called 1,316.47 acre tract, and the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, 452.81 feet to the **Place of Beginning** and containing 17.37 acres of land, with 0.42 acre within the margins of Jordan Road, for a net acreage of 16.95 acre of land, more or less.

For reference and further description see Drawing No. 15233 prepared by the undersigned on same date.

December 14, 2020

Job Number 16806-0001-00

Jones | Carter
1229 Corporate Drive, Suite 100
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Texas Board of Professional Land
Surveying Registration No. 10046104



Acting By/Through Chris D. Kalkomey
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Page 2 of 2

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EXHIBIT A-2

Commercial Tract No. 2
18.12 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
Micajah Autrey Survey, Abstract 100

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a 18.12 acre tract of land in the H. & T. C. Railroad Company Survey Section 75, Abstract 732, and the Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, being out of and a part of the residue of that certain called 1,316.47 acre tract of land recorded under County Clerk's File Number 2012149037, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a cotton picker spindle set in the centerline of Jordan Road (called 80-foot wide (as dedicate in Volume 398, Pages 94, 96, 99 and 100, D.R.F.B.C.T.)) for the northwest corner of said called 1,316.47 acre tract of land, said point being in the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of the adjoining Nathan Brookshire League, Abstract 14;

Thence South 02 degrees 18 minutes 25 seconds West along the west line of said called 1,316.47 acre tract, and the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, as located in Jordan Road, 612.84 feet to a point on said line for the northwest corner and **Place of Beginning** of the herein described tract;

Thence establishing the northerly line of the herein described tract, crossing said called 1,316.47 acre tract, with the following courses and distances:

North 87 degrees 41 minutes 35 seconds East, 50.00 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 91 degrees 10 minutes 02 seconds, an arc length of 47.74 feet, a radius of 30.00 feet, and a chord bearing North 43 degrees 16 minutes 36 seconds East, 42.86 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a compound curve to the right;

Thence with said compound curve to the right, having a central angle of 30 degrees 29 minutes 16 seconds, an arc length of 1,037.62 feet, a radius of 1,950.00 feet, and a chord bearing South 75 degrees 53 minutes 45 seconds East, 1,025.42 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the end of said curve;

South 60 degrees 42 minutes 38 seconds East, 264.17 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the east corner of the herein described tract, said point being in the east line of a called 50-foot wide easement (Easement No. 3) recorded under County Clerk's File Number 2018008018, Official Public Records, Fort Bend County, Texas;

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EXHIBIT A-2

Commercial Tract No. 2
18.12 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
Micajah Autrey Survey, Abstract 100

Thence South 36 degrees 54 minutes 46 seconds West along the easterly line of the herein described tract, being the easterly line of said Easement No. 3, 507.27 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the most easterly south corner of the herein described tract;

Thence North 53 degrees 05 minutes 14 seconds West establishing an interior line of the herein described tract, 450.45 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for a reentry corner to the herein described tract;

Thence South 37 degrees 01 minute 15 seconds West establishing an interior line of the herein described tract, 639.58 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the most westerly south corner of the herein described tract;

Thence North 71 degrees 42 minutes 52 seconds West establishing the lower south line of the herein described tract, 228.82 feet to a point for the southwest corner of the herein described tract, said point being in the west line of said called 1,316.47 acre tract, and the west line of the aforementioned Micajah Autrey Survey, Abstract 100, same being the east line of the aforementioned adjoining Nathan Brookshire League, Abstract 14, as located in Jordan Road;

Thence North 02 degrees 18 minutes 25 seconds West (called North 01 degree 04 minutes West) along the west line of the herein described tract, the west line of said called 1,316.47 acre tract, the west line of said Micajah Autrey Survey, Abstract 100, and the west line of the aforementioned H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, 920.55 feet to the **Place of Beginning** and containing 18.12 acres of land, with 0.85 acre within the margins of Jordan Road, for a net acreage of 17.27 acres of land, more or less.

For reference and further description see Drawing No. 15233 prepared by the undersigned on same date.

December 14, 2020

Job Number 16806-0001-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
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Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
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EXHIBIT A-2

Commercial Tract No. 3
41.41 Acres

Micajah Autrey Survey, Abstract 100

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a 41.41 acre tract of land in Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, being out of and a part of the residue of that certain called 1,316.47 acre tract of land recorded under County Clerk's File Number 2012149037, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a 5/8 inch iron rod with cap marked "IDS" found for the upper northeast corner of said called 1,316.47 acre tract, same being a reentry corner of Restricted Reserve "E" of the adjoining Jordan Ranch Sec 15, according to map or plat thereof recorded under County Clerk's File Number 20190029, Plat Records, Fort Bend County, Texas, said point being in the east line of the H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the west line of the adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261;

Thence South 01 degree 59 minutes 11 seconds East (called South 00 degrees 23 minutes 45 seconds East) along the upper east line of said called 1,316.47 acre tract, the east line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, and along the upper east line of the aforementioned Micajah Autrey Survey, Abstract 100, same being the west line of said adjoining Restricted Reserve "E" and the west line of said adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261, at 24.59 feet pass a 5/8 inch iron rod with cap marked "IDS" found on said line for the lower southwest corner of said adjoining Restricted Reserve "E", same being a northwest corner of the adjoining residue of a called 1,352.43 acre tract recorded under County Clerk's File Number 2015027940, Official Public Records, Fort Bend County, Texas, at 2,433.98 feet pass a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found on said line for a southwest corner of said adjoining residue of a called 1,352.43 acre tract, same being the northwest corner of an adjoining called 187.19 acre tract recorded under County Clerk's File Number 2015088944, Official Public Records, Fort Bend County, Texas, at 2,651.49 feet pass a 5/8 inch iron rod with cap marked "Pape-Dawson" found on said line for the northeast corner of an adjoining called 23.900 acre tract recorded under County Clerk's File Number 2020161957, Official Public Records, Fort Bend County, Texas, and continuing for a total distance of 4,392.90 feet to a 5/8 inch iron rod with cap marked "Pape-Dawson" found for the southeast corner of said adjoining called 23.900 acre tract, same being a northeast corner of said residue of a called 1,316.47 acre tract;

Thence North 67 degrees 35 minutes 25 seconds West along the common line of said residue of a called 1,316.47 acre tract and said adjoining called 23.900 acre tract, 54.90 feet to a 5/8 inch iron rod with cap marked "Pape-Dawson" found for the northeast corner and **Place of Beginning** of the herein described tract;

Thence South 01 degree 59 minutes 11 seconds East establishing the east line of the herein described tract, 1,159.64 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a curve to the right;

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EXHIBIT A-2

Commercial Tract No. 3
41.41 Acres

Micajah Autrey Survey, Abstract 100

Thence with said curve to the right, having a central angle of 91 degrees 51 minutes 44 seconds, an arc length of 48.10 feet, a radius of 30.00 feet, and a chord bearing South 43 degrees 56 minutes 42 seconds West, 43.11 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract, being at the beginning of a compound curve to the right;

Thence establishing the southerly line of the herein described tract with the following courses and distances:

Thence with said compound curve to the right, having a central angle of 40 degrees 41 minutes 46 seconds, an arc length of 1,669.17 feet, a radius of 2,350.00 feet, and a chord bearing North 69 degrees 46 minutes 33 seconds West, 1,634.30 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the end of said curve;

North 49 degrees 25 minutes 40 seconds West, 210.59 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 03 degrees 37 minutes 24 seconds, an arc length of 154.93 feet, a radius of 2,450.00 feet, and a chord bearing North 51 degrees 14 minutes 21 seconds West, 154.90 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the west corner of the herein described tract;

Thence North 38 degrees 43 minutes 15 seconds East establishing the northwest line of the herein described tract, 840.18 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the most westerly north corner of the herein described tract;

Thence South 62 degrees 37 minutes 52 seconds East establishing an interior line of the herein described tract, 665.42 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for a reentry corner to the herein described tract;

Thence North 40 degrees 23 minutes 42 seconds East establishing an interior line of the herein described tract, 326.04 feet to a 5/8 inch iron rod with cap marked "Pape-Dawson" found for the most easterly north corner of the herein described tract, said point being in the south line of the aforementioned adjoining called 23.900 acre tract;

Thence South 52 degrees 37 minutes 46 seconds East along the common line of the herein described tract and said adjoining called 23.900 acre tract, 37.54 feet to a 5/8 inch Iron rod with cap marked "Pape-Dawson" found for angle point;

Thence South 67 degrees 35 minutes 25 seconds East continuing along said common line, 482.86 feet to the **Place of Beginning** and containing 41.41 acres of land, more or less.

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EXHIBIT A-2

Commercial Tract No. 3
41.41 Acres

Micajah Autrey Survey, Abstract 100

For reference and further description see Drawing No. 15233 prepared by the undersigned on same date.

December 14, 2020

Job Number 16806-0001-00

Jones | Carter
1229 Corporate Drive, Suite 100
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Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
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EXHIBIT A-2

Commercial Tract No. 4
30.56 Acres

Micajah Autrey Survey, Abstract 100

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES & BOUNDS description of a 30.56 acre tract of land in Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, being out of and a part of the residue of that certain called 1,316.47 acre tract of land recorded under County Clerk's File Number 2012149037, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a 5/8 inch iron rod with cap marked "IDS" found for the upper northeast corner of said called 1,316.47 acre tract, same being a reentry corner of Restricted Reserve "E" of the adjoining Jordan Ranch Sec 15, according to map or plat thereof recorded under County Clerk's File Number 20190029, Plat Records, Fort Bend County, Texas, said point being in the east line of the H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the west line of the adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261;

Thence South 01 degree 59 minutes 11 seconds East (called South 00 degrees 23 minutes 45 seconds East) along the upper east line of said called 1,316.47 acre tract, the east line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, and along the upper east line of the aforementioned Micajah Autrey Survey, Abstract 100, same being the west line of said adjoining Restricted Reserve "E" and the west line of said adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261, at 24.59 feet pass a 5/8 inch iron rod with cap marked "IDS" found on said line for the lower southwest corner of said adjoining Restricted Reserve "E", same being a northwest corner of the adjoining residue of a called 1,352.43 acre tract recorded under County Clerk's File Number 2015027940, Official Public Records, Fort Bend County, Texas, at 2,433.98 feet pass a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found on said line for a southwest corner of said adjoining residue of a called 1,352.43 acre tract, same being the northwest corner of an adjoining called 187.19 acre tract recorded under County Clerk's File Number 2015088944, Official Public Records, Fort Bend County, Texas, at 2,651.54 feet pass a 5/8 inch iron rod with cap marked "Pape-Dawson" found on said line for the northeast corner of an adjoining called 23.900 acre tract recorded under County Clerk's File Number 2020161957, Official Public Records, Fort Bend County, Texas, at 4,392.90 feet pass a 5/8 inch iron rod with cap marked "Pape-Dawson" found for the southeast corner of said adjoining called 23.900 acre tract, and continuing for a total distance of 5,611.09 feet to a 5/8 inch iron rod with cap marked "ALES" found for a reentry corner to said called 1,316.47 acre tract, same being the southwest corner of said adjoining called 187.19 acre tract, said point also being a reentry corner to said Micajah Autrey Survey, Abstract 100, same being the southwest corner of said adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261, from which point a found 2-inch iron pipe bears South 74 degrees 49 minutes 29 seconds West, 4.28 feet;

Thence South 56 degrees 23 minutes 10 seconds West crossing said called 1,316.47 acre tract, 93.18 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the northeast corner and **Place of Beginning** of the herein described tract, said point being in a non-tangent curve to the right;

Page 1 of 3

K:\16806\16806-0001-00 1,309 Acre Franz Tract Boundary Survey\1 Surveying Phase\Documents Created\Commercial Tract No 4.docx

EXHIBIT A-2

Commercial Tract No. 4
30.56 Acres

Micajah Autrey Survey, Abstract 100

Thence establishing the easterly line of the herein described tract with the following courses and distances:

Thence with said non-tangent curve to the right, having a central angle of 89 degrees 05 minutes 20 seconds, an arc length of 46.65 feet, a radius of 30.00 feet, and a chord bearing South 45 degrees 41 minutes 38 seconds East, 42.09 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a compound curve to the right;

Thence with said compound curve to the right, having a central angle of 16 degrees 54 minutes 17 seconds, an arc length of 575.34 feet, a radius of 1,950.00 feet, and a chord bearing South 07 degrees 18 minutes 11 seconds West, 573.25 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the end of said curve;

South 15 degrees 45 minutes 20 seconds West, 200.06 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 02 degrees 24 minutes 42 seconds, an arc length of 86.28 feet, a radius of 2,050.00 feet, and a chord bearing South 14 degrees 32 minutes 59 seconds West, 86.28 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract;

Thence North 84 degrees 26 minutes 35 seconds West establishing the south line of the herein described tract, 746.89 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southwest corner of the herein described tract;

Thence North 53 degrees 21 minutes 58 seconds West establishing the southwest line of the herein described tract, 1,056.53 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the west corner of the herein described tract;

Thence North 33 degrees 07 minutes 01 second East establishing the northwest line of the herein described tract, 674.15 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the north corner of the herein described tract, said point being in a non-tangent curve to the left;

Thence with said non-tangent curve to the left, having a central angle of 33 degrees 09 minutes 25 seconds, an arc length of 1,417.81 feet, a radius of 2,450.00 feet, and a chord bearing South 73 degrees 39 minutes 35 seconds East, 1,398.11 feet to the **Place of Beginning** and containing 30.56 acres of land, more or less.

EXHIBIT A-2

Commercial Tract No. 4
30.56 Acres

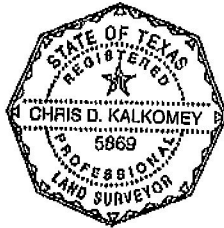
Micajah Autrey Survey, Abstract 100

For reference and further description see Drawing No. 15233 prepared by the undersigned on same date.

December 14, 2020

Job Number 16806-0001-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

Page 3 of 3

K:\16806\16806-0001-00 1,309 Acre Franz Tract Boundary Survey\1 Surveying Phase\Documents Created\Commercial Tract No 4.docx

Exhibit B
General Plan

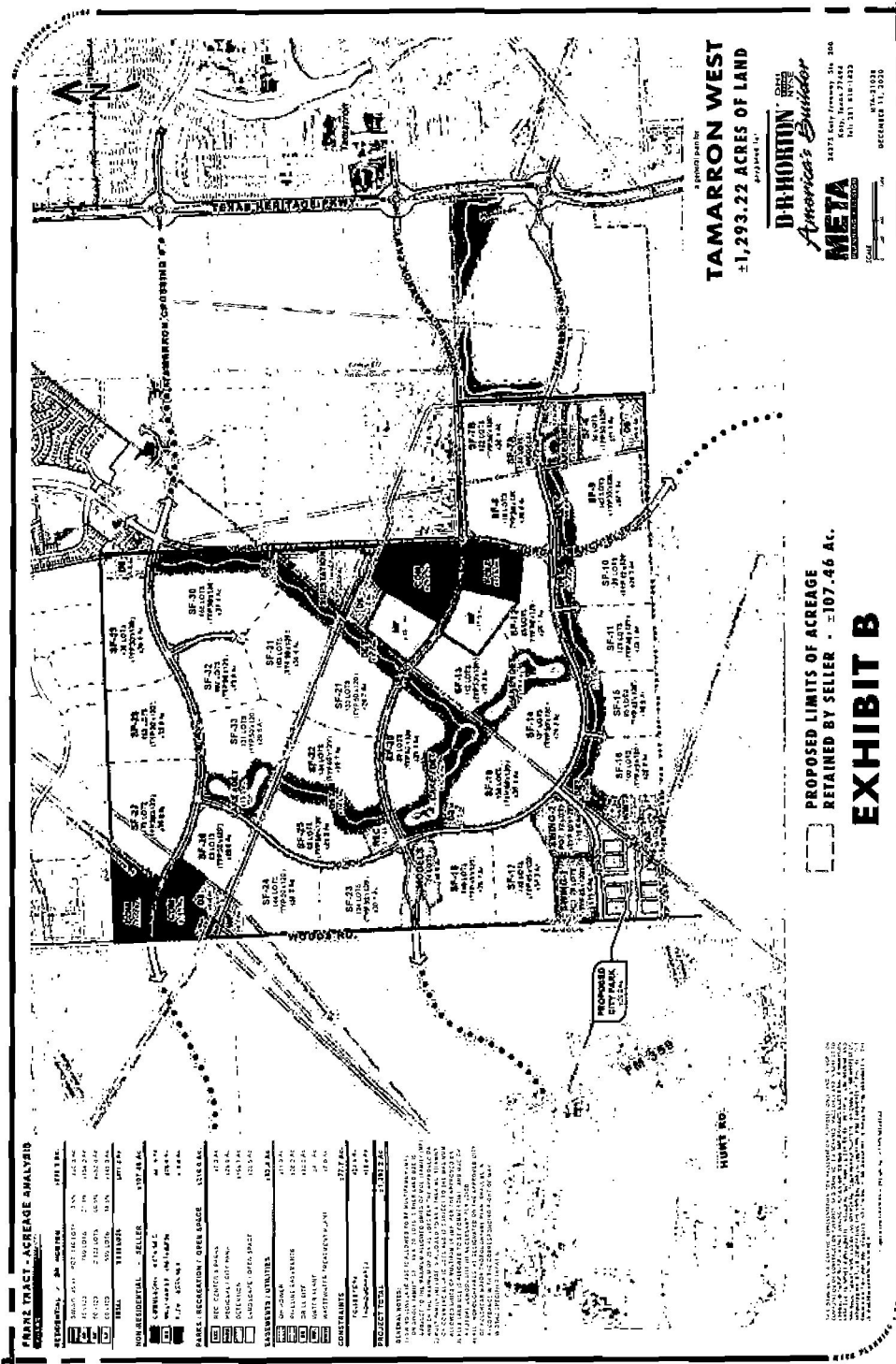


Exhibit C
Variances

EXHIBIT C

Page	Article	Section	Subsection	Item
136	3	28-3-33	G.2.	Special Event Signage Duration - Allow for up to 10 days ahead of event and removed 2 days after.
149-150	4	28-4-2	B.2-B.4	Subdivision Regulations - In the event of a conflict related to paving specifications or platting requirements, Fort Bend County criteria shall supersede. Notwithstanding, the requirement to apply and obtain approval of a preliminary plat shall apply.
156	4	28-4-5	D.1.	Access - A boulevard entrance will satisfy as a 2nd point of access.
157	4	28-4-5	I.1.	Maximum Street Lengths. Cul-de-sac streets may not be more than 800 feet in length.
158	4	28-4-5	K	Half-Streets - Boulevard roadways shall be allowed to be constructed in phases (half width at a time) as long as points of access are maintained.
171	4	28-4-12	B.4.	Concrete - Fort Bend County paving specifications shall be used.
172	4	28-4-12	C.1.a.	Sidewalks - Builder pathways leading from curb to front door shall be allowed to be 4 feet in width. All other sidewalk shall be a minimum of 5 feet wide unless modified through approval of a master trails plan.
175	4	28-4-12	E.3.e.	Sanitary Services - Sewer services required to be marked with 4"x4" wood timbers extending 2' above ground. So long as the MUD is the retail provider, this shall not be a requirement.
177	4	28-4-13	A.2.	Utilities and Improvements - Comply with the rules and regulations of any entity having jurisdiction over the subdivision. If there is a conflict between the regulations of jurisdictions, the City's regulations shall apply unless otherwise provided by law. Paving specification shall be in accordance with Fort Bend County as the entity accepting the pavement for ownership and maintenance.
180-185	4	28-4-16-18	All	This section is modified per the terms of the Development Agreement.
185	4	28-4-19	C.1.	Pay to the City an inspection fee in the amount of 0.75% of the total cost of construction.

Attachment E

Wholesale Water Rate Comparison Information

Attachment E1

Fulshear Lakes Amended and Restated Development and Wholesale Water Supply and
Wastewater Services Agreement

2022093503
ELECTRONICALLY RECORDED
Official Public Records
7/14/2022 10:37 AM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 141 Fee: \$ 576.00

**AMENDED AND RESTATED
DEVELOPMENT AND WHOLESALE WATER SUPPLY AND
WASTEWATER SERVICES AGREEMENT**

AMONG

THE CITY OF FULSHEAR, TEXAS,

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216 AND

FULSHEAR LAKES, LTD.

AMENDED AND RESTATED
DEVELOPMENT AND WHOLESALE WATER SUPPLY
AND WASTEWATER SERVICES AGREEMENT
AMONG THE CITY OF FULSHEAR, TEXAS,
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216
AND FULSHEAR LAKES, LTD.

This Amended and Restated Development and Wholesale Water Supply and Wastewater Services Agreement (this "Agreement") is made and entered into as of the 21st day of June, 2022 (the "Agreement Date"), to be effective as of the date set forth in Section 9.13 herein, by and among the CITY OF FULSHEAR, TEXAS (the "City"), a home-rule municipality in Fort Bend County, Texas, acting by and through its governing body, the City Council of Fulshear, Texas, Fort Bend County Municipal Utility District No. 216 (the "District"), a political subdivision of the State of Texas, and FULSHEAR LAKES, LTD., a Texas limited partnership (the "Developer"). The City, the District and the Developer may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. The City and the Developer entered into that certain Development and Wholesale Water Supply and Wastewater Services Agreement dated December 29, 2014 (the "Original Agreement") to provide long-term certainty in regulatory requirements and development standards by the City related to the development of certain real property located in Fort Bend County, Texas then-owned by the Developer, and in order to facilitate development of a Mixed-Use (as defined below) master planned community.

B. On May 11, 2016, the District became a Party to the Original Agreement upon the District's creation and approval of the Original Agreement.

C. The Parties desire to replace the Original Agreement in its entirety with this Agreement in order to, among other things, memorialize the inclusion of additional land that has been annexed into the District and address various matters that have occurred or changed since the effective date of the Original Agreement.

D. It is the intent of this Agreement to establish certain restrictions, entitlements and commitments imposed and made among the Parties in connection with the development of the real property located within the jurisdictional boundaries of the District (the "Property"), as more particularly described and depicted in Exhibits A1 and A2 attached hereto and incorporated herein for all purposes.

E. The City is authorized to enter into this Agreement pursuant to the Constitution and laws of the State of Texas, including, but not limited to, Section 212.172 of the Texas Local Government Code, and the Parties are proceeding in reliance on the enforceability of this Agreement.

F. Through this Agreement, and in partial consideration for same, the Developer shall provide goods and services for the benefit of the City.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties agree as follows:

ARTICLE I
INCORPORATION OF RECITALS AND DEFINITIONS

Section 1.01 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein for all purposes.

Section 1.02 Terms. Unless the context requires otherwise, and in addition to the terms defined elsewhere herein, the following terms and phrases used in this Agreement shall have the meanings set out below:

Additional Points of Connection means any connections made to the City's water distribution system or wastewater collection system, respectively, in addition to the Initial Points of Connection.

Annexation Tract No. 1 means the portion of the Property containing approximately 4.252 acres, as more particularly described and depicted on Exhibits B1, B2 and B3, attached hereto and incorporated herein for all purposes.

Annexation Tract No. 2 means the portion of the Property containing approximately 46.365 acres, as more particularly described and depicted on Exhibits C1 and C2, attached hereto and incorporated herein for all purposes.

Calculated Water Loss means the difference between the total amount of water used by District customers, as measured by the District through reading individual customer meters pursuant to Section 10.05 (a), and the total amount of water provided to District by the City, as measured by the Master Meter.

Calculated Water Loss Percentage means the amount of the Calculated Water Loss taken as a percentage of the total amount of water provided to District by the City, as set forth in Section 10.05.

Capacity Fees means the sum of the Water Capacity Fee and the Sewer Capacity Fee, as applicable, required to be paid to the City of Fulshear, whereby immediately following such payment the District shall be provided by the City with capacity in the City's water and wastewater system, as applicable, sufficient to serve the number of ESFCs for which Capacity Fees are paid.

City means the City of Fulshear, Texas.

City Building Code means the International 2003 Residential Building Code, the International 2003 Fire Code, as adopted by the City as of the Effective Date and including any subsequent amendments or changes.

City Council means the City Council of the City or any successor governing body.

Comprehensive Plan means City Ordinance No. 2014-1135, in the form attached to this Agreement as Exhibit D, and not including any subsequent amendments or changes.

Commercial means the utilization of property for purpose of retail sales and services, commercial sales and services, offices, office/warehouse, light manufacturing and/or other similar commercial purposes.

Cornelius Randon Survey means that certain instrument filed under Volume 179, Page 28 A of the Deed Records of Fort Bend County.

County means Fort Bend County, Texas.

Designated Mortgagee means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights by the Developer pursuant to a notice provided to the City by the Developer under Article V hereof.

Developer means Fulshear Lakes, Ltd., and any affiliate, successor and/or assign to the extent such successor or assign engages in Substantial Development Activities on the Property.

Development Fees means Capacity Fees and/or Regional Park Plan Fees.

Development Ordinance means the City's Ordinance No. 2013-1091, in the form attached to this Agreement as Exhibit E, and not including any subsequent amendments or changes.

District means Fort Bend County Municipal Utility District No. 216, a conservation and reclamation District to be created pursuant to Article XVI, Section 59 of the Texas Constitution, and whose purposes are to provide a public water supply, sanitary sewer services, drainage services, fire protection, roads and parks and recreational services and to exercise all powers granted to such district under the laws of the State of Texas.

Effective Date means the date set forth in Section 9.13 of this Agreement.

End-Buyer means any owner, developer, tenant, user or occupant of any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records.

ESFC means the capacity required to serve a single-family residential connection with water supply service (deemed to be 420 gallons per day ("gpd")) and/or wastewater treatment service (deemed to be 300 gpd, average dry weather flow), as applicable. For uses other than single family residences, the amount of equivalent capacity allocated to such other uses shall be calculated based upon the lesser of the amounts reflected in the "Service Unit Equivalent" column of (i) the City of Houston Impact Fee Service Unit Equivalent Table attached as Exhibit F or (ii) any subsequent version of such table adopted by the City of Houston.

ETJ means the extraterritorial jurisdiction of the City.

Excess Water Loss means the amount, if any, by which the Calculated Water Loss exceeds the Permitted Water Loss, as set forth in Section 10.05.

Excess Water Loss Fee means the fee the City may charge to the District for Excess Water Loss as set forth in Section 10.05.

Fulshear Lakes means the marketing name of the Mixed-Use land development project which encompasses the entire Property (irrespective of any such other marketing name, or neighborhood designation which may be used in the future by the Developer or a subsequent Landowner) that is also considered to be a master-planned development and a planned unit development for all purposes by the City.

General Plan means the Property plan for development (as such term is used in Texas Local Government Code Chapter 245), a copy of which is attached to this Agreement as Exhibit G, as it may be revised from time to time in accordance with Section 2.02.

Homebuilder Permit Fee means the fee described in Section 3.06.

Initial Points of Connection means the Initial Water Point of Connection and the Initial Wastewater Point of Connection.

Initial Water Point of Connection means the initial point of connection of the City's water distribution system to the District's water distribution system as described in Exhibit H, attached hereto and incorporated herein for all purposes. The term shall also include the adjusted Initial Point of Connection as set forth in Section 3.04(d).

Initial Wastewater Point of Connection means the initial point of connection of the City's wastewater collection system to the District's wastewater collection system as described in Exhibit H, attached hereto and incorporated herein for all purposes. The term shall also include the adjusted Initial Point of Connection as set forth in Section 3.04(d).

Institutional means the utilization of property for purposes of schools, churches, public buildings, municipal use property (i.e. lift station sites, water plant sites, wastewater treatment plant sites, roads), property owned or maintained by the District or a property owner's association and/or other similar institutional purposes.

Landowner means Fulshear Lakes, Ltd., and any successor owner of all or any portion of the Property.

Major Thoroughfare Plan means the City's Ordinance No. 2014-1141, in the form attached to this Agreement as Exhibit I, and not including any subsequent amendments or changes.

Master Meter means the water meter to be owned and operated by the City, as described in Section 3.04.

Mixed Use means the utilization of property for a combination of purposes including single-family, multifamily, Institutional, Commercial and any other purpose contained within this Agreement.

Non-ETJ Tract means the portion of the Property containing approximately 22.913 acres, as more particularly described and depicted on Exhibit J, attached hereto and incorporated herein for all purposes.

Permitted Water Loss means the amount of water provided to the District by the City which is not billed to District customers and for which no Excess Water Loss Fee shall be assessed, as set forth in Section 10.05.

Permitted Water Loss Percentage means the Permitted Water Loss taken as a percentage of the total amount of water provided to District by the City, as set forth in Section 10.05.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

Planning Commission means the Planning Commission of the City.

Points of Connection means the Initial Points of Connection and all Additional Points of Connection.

Property means the real property containing approximately 554.600 acres, as more particularly described and depicted on Exhibits A1 and A2, attached hereto and incorporated herein for all purposes.

Public Improvements means roads and improvements in aid of roads, Capacity Fees and water, wastewater, drainage, detention and related utility facilities and appurtenances and/or other improvements authorized to be constructed, acquired and/or financed by the District pursuant to applicable law and/or the rules of the TCEQ. Recreational Facilities are specifically excluded from the definition of Public Improvements.

Recreational Facilities means parks, park fees, Regional Park Plan Fees, landscaping, irrigation, parkways, green belts, sidewalks, trails, public right of way beautification projects, preservation projects, native habitats, drainage-ways, flood plains and floodways, open spaces (including wetlands), forest reserves, sports fields, playgrounds, splash pads, amenity ponds and/or any other recreational buildings, facilities, park areas, open spaces and related appurtenances and improvements authorized to be constructed, acquired or financed by the District pursuant to applicable law and/or the rules of the TCEQ. Public Improvements are specifically excluded from the definition of Recreational Facilities.

Regional Park Plan Fee means the fee to be charged by the City to the Developer and/or the District, as applicable, towards the City's costs to implement the Regional Park Plan, which fee shall not exceed \$450 per single family residential lot and which shall be payable at the time a tap for water service is made to serve the lot, subject to the provisions of Section 3.07 regarding credits.

Rustic Oaks Subdivision Plat means that certain instrument describing the Rustic Oaks Subdivision, a subdivision in Fort Bend County, Texas, recorded in Volume 14, Page 13 of the Plat Records of Fort Bend County, Texas.

Sewer Capacity Fee means \$1,800.00 per ESFC.

Substantial Development Activities means the subdivision of the Property or any portion thereof with the intent to sell to an End-Buyer, and includes, but is not limited to any platting or construction of Public Improvements or Recreational Facilities.

TCEQ means the Texas Commission on Environmental Quality and its successors.

Water Capacity Fee means \$1,800.00 per ESFC.

ARTICLE II

GENERAL PLAN AND PLATTING

Section 2.01 Introduction. The Property is to be developed as a master-planned, Mixed-Use community. The land uses within the Property shall be typical of a Mixed-Use development with single and multi-family residential, Commercial and Institutional uses, and Recreational Facilities.

Section 2.02 General Plan and Amendments; Name Reservation. The Parties acknowledge that the attached General Plan is the preliminary plan for the development of the Property. The Parties acknowledge and agree that the General Plan will be revised and amended by the Developer as the Developer continues its investigation of and planning for the Property and prepares a feasible and detailed plan and plats for development of the Property (or portions thereof), provided that in no case shall the General Plan be revised to contradict any of the requirements of this Agreement or subsequently approved variances. The City has approved the

General Plan, and finds it generally consistent with the Development Ordinance as well as the City's Comprehensive Plan and Major Thoroughfare Plan. The City agrees that its Major Thoroughfare Plan, as it relates to the Property, is subject to the terms of this Agreement and the General Plan. If the City acquires the ability to zone the Property, it will zone the Property in a manner that permits development consistent with the General Plan and this Agreement. The City has reserved (and will continue to reserve) the name "Fulshear Lakes" for use by Developer in developing the Property. The General Plan may also be amended by Developer to address any tracts subsequently annexed into the District pursuant to Section 2.06. In the event that the Developer makes a Material Change to the General Plan, such change shall require the approval of the City. A "Material Change" to the General Plan, as used in this Agreement, shall be defined as (i) an increase in the allowable density of the General Plan (measured by dividing total allowable units by the total acreage of the General Plan) which exceeds the limitations of this Agreement, (ii) a change in use of a parcel which exceeds the requirements of this Agreement for such use or (iii) the realignment of the entry or exit point of a collector road (as designated on the General Plan) located at the boundary of the General Plan by more than four hundred feet (400').

Section 2.03 Platting. The Developer shall be required to plat any subdivision of the Property, to the extent, but only to the extent it will develop the tract or parcel, in accordance with this Section. In the event Developer sells a tract or parcel to a Person who will install infrastructure and/or construct vertical improvements thereon, then it shall be the obligation of such Person, rather than the Developer, to plat the property in accordance with this Section. The subdivision plat shall be subject to review and approval of the Planning Commission and City Council in accordance with those requirements and procedures and planning standards of the Development Ordinance and the variances set forth in Section 3.12 and in Exhibit M. A tract that has been previously platted and which is designated as an "unrestricted reserve" shall require re-platting at the time of the future development of such tract if subdivided into residential lots or multi-family uses or public roads in accordance with the Development Ordinance. So long as the plat meets the requirements of this Section, the City shall approve the plat.

Section 2.04 Rustic Oaks Subdivision Plat: Cornelius Randon Survey. The Parties hereby acknowledge and agree that the Rustic Oaks Subdivision Plat, including all restrictions, easements, or other encumbrances related thereto, has been abandoned by all necessary parties, including Fort Bend County, Texas, and is of no force or effect on any portion of the Property. However, to the extent Developer subsequently determines that any further actions or documents are required to effectuate or record such abandonment, the Parties shall cooperate fully with each other, Fort Bend County and/or any utility provider in the performance, preparation, execution, and/or submission of same.

The City hereby acknowledges and agrees that the Cornelius Randon Survey, which subdivides certain real property that is partially located within the District (commonly known as the Cornelius Randon Estate) has been determined to be a subdivision of land by survey for estate purposes only and is not a "subdivision plat" under Texas law. As such, the City agrees that it is not necessary to re-plat and/or abandon any plat with respect to the Cornelius Randon Survey or any land referenced therein, and that such land may simply be included by the Developer in an original plat without creating any conflict with the Cornelius Randon Survey. However, to the extent that Developer subsequently determines any further actions or documents are required to include such land in an original plat, the Parties shall cooperate fully with each other, Fort Bend

County and/or any utility provider in the performance, preparation, execution, and/or submission of same.

Section 2.05 Prior Inclusion of the Non-ETJ Tract into the City's ETJ: Annexation Tract Nos. 1 and 2. The Parties acknowledge and agree that:

- (a) The Non-ETJ Tract: (i) was included in the City's ETJ by City Ordinance No. 2014-1172 dated December 16, 2014, (ii) was automatically subject to the Original Agreement and incorporated as a part of the Property (as defined in the Original Agreement) as of such date, and (iii) is subject to this Agreement and incorporated as a part of the Property;
- (b) Annexation Tract No. 1: (i) was added to the City's ETJ by City Ordinance No. 2019-1308 dated September 17, 2019, (ii) was automatically subject to the Original Agreement and incorporated as a part of the Property (as defined in the Original Agreement) as of such date, and (iii) is subject to this Agreement and incorporated as a part of the Property; and
- (c) Annexation Tract No. 2: (i) was added to the City's ETJ as a result of City Ordinance No. 2021-1352 dated August 3, 2021, (ii) was automatically subject to the Original Agreement and incorporated as a part of the Property (as defined in the Original Agreement) as of such date, and (iii) is subject to this Agreement and incorporated as a part of the Property as of the Effective Date.

Section 2.06 Property Subject to the Agreement: Future Annexations.

The land subject to this Agreement hereby includes the Property (including the Non-ETJ Tract and Annexation Tract Nos. 1 and 2) and any land subsequently annexed into the District in accordance herewith. The General Plan may be amended from time to time, in the sole discretion of the Developer, to include any such annexed property.

Any additional land that is subsequently annexed into the District shall automatically be subject to this Agreement without any further action required by the Parties if: (i) the City grants consent to the annexation (for land located within the City's ETJ at the time of annexation), or (ii) such annexed land is subsequently included in the City's ETJ (for land located outside the City's ETJ at the time of annexation).

The City agrees to cooperate and consider in good faith any requests for such consent to annexation or inclusion into the City's ETJ for which the City is provided a petition related thereto complying with applicable Texas law and the consent of the landowner.

If the Developer acquires title to the real property described in Exhibit K attached hereto:

- (a) to the extent any of such property is located within the City's ETJ and the District submits a petition for the City's consent to the District's annexation of such property prior to December 31, 2023, the City agrees to cooperate and consider in good faith to consent to such annexation under the same terms and conditions as it consented to the creation of the District and, upon annexation by the District, such property will automatically be subject to this Agreement and incorporated as a part of the Property; and
- (b) to the extent any of such property is not located within the City's ETJ, if the District annexes such property into the District and submits a petition for the City's

inclusion of such property within the City's ETJ prior to December 31, 2023, the City agrees to cooperate and consider in good faith to grant such petition on substantially the same terms and conditions as it did for Annexation Tract No. 1, and such property will automatically be subject to this Agreement and incorporated as a part of the Property.

ARTICLE III

DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01 Regulatory Standards and Development Quality.

(a) One of the primary purposes of this Agreement is to provide for quality development of the Property and certainty as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Developer's performance of the obligations under this Agreement to develop the Property in accordance with certain standards and to provide the overall quality of development described in this Agreement, the City agrees to the extent allowed by law that it will not impose or attempt to impose any moratoriums on building, financing, reimbursement (including applicable interest thereon), design or construction of improvements within the Property. Furthermore, the City and the District acknowledge that the Developer is entitled to reimbursement for certain eligible costs (including applicable interest thereon) in connection with the development described in this Agreement, pursuant to written agreements and in accordance with TCEQ Rules related thereto.

(b) By the terms of this Agreement, the Parties hereby establish development and design rules and regulations which will ensure a quality, unified development, yet afford the Developer predictability of regulatory requirements throughout the term of this Agreement. Accordingly, the General Plan and guidelines established by this Agreement include density and land use regulations, a general land use plan and traffic circulation plan, a parks and recreation plan, subdivision regulations, Public Improvement regulations, private improvement regulations, and annexation provisions. The Parties agree that any City ordinance heretofore or hereafter adopted, that addresses matters that are covered by this Agreement shall not be enforced by the City within the Property, except for the Development Ordinance to the extent expressed in this Agreement, and the current Sign Ordinance, as set forth in Section 3.13, and that the provisions of this Agreement govern development of the Property. The Parties agree that Ordinance 2012-1058 shall apply to the development of the Property subject to the requirements of this Agreement.

Section 3.02 Density. The Parties agree that development of the Property shall be substantially in accordance with the General Plan and the requirements of this Agreement. The number of single-family residential housing units within the Property shall not exceed 1,790 units, and the number of multi-family units shall not exceed 551 units; provided, however, to allow the Developer a certain amount of flexibility to respond to market conditions, any quantity in this Section 3.02 and Section 3.03 may be increased to a different quantity than specified, subject to prior written notice by the Developer to the City, so long as such variance does not exceed the quantity set forth herein by more than 20%. The Developer may develop Commercial and

Institutional property without any limitation on the amount of acreage or limitation with respect to location on the General Plan. In the event that the Developer acquires additional property which the Developer agrees to make subject to this Agreement, the density requirements set forth in this Section 3.02 and Section 3.03 shall be increased proportionately based on the ratio that the amount of such additional property bears to the Property.

Section 3.03 Single Family Lot Size: Non-Traditional Homes. The Parties agree that single family residential lots will be at least 6,000 square feet with a minimum 45-foot width requirement; however, the Developer may construct non-traditional homes (attached and/or detached) with a density not to exceed 20 units per acre on a maximum of 27.5 acres anywhere within the Property, which lots are not subject to such minimum 6,000 square feet requirement (the “*High Density Homes*”). Furthermore, notwithstanding anything contained in this Agreement to the contrary and with the exception of the High-Density Homes, any lot width that is at or between 45 feet and 50 feet wide shall be permitted to have the lesser of (i) a 120-foot depth (measured at a single point from the front lot line to the rear lot line) or (ii) a minimum of 4,725 total square feet.

Section 3.04 Public Improvements.

(a) The plan for the water supply, storage, and distribution system; wastewater collection and treatment system; and storm water control and drainage system to serve the Property shall be developed in accordance with the General Plan. The Developer will make provisions for public water supply and distribution, wastewater collection and treatment, and drainage services for the Property through Public Improvements to be provided by the District and/or services to be provided by third-parties and contracted for by the District.

(b) The Developer may enter into reimbursement agreements with the District to seek reimbursement for the costs (to the maximum extent allowed under the TCEQ rules including applicable interest thereon) of the design and construction of Public Improvements, as well as Recreational Facilities and any other facilities and all other costs (and applicable interest thereon) that may be permissible now and/or in the future under the TCEQ rules.

(c) The Developer shall not be required by the City to oversize any Public Improvements that are constructed to serve the Property to serve any areas outside of the Property; provided, however, the City and the Developer may agree to oversizing such facilities if the City shall provide contemporaneous payment of all costs of such oversizing to the effect that the Developer shall neither incur nor pay any costs related to the oversizing.

(d) The Developer, on behalf of the District, has installed a water meter (as set forth in this Section 3.04 below) and extended a water trunk line and a wastewater trunk line (which are sized to handle the utility needs of the District) along the F.M. 1093 right-of way, in order to connect to the City's water and wastewater systems and extend the reach of the City's utility lines. These facilities were constructed in accordance with the plans entitled “Water, Sanitary Sewer, Drainage Facilities, Paving Appurtenances and Clearing & Grubbing to Serve Fulshear School Road and School Hill Road” approved by the City’s Director of Public Works on October 20, 2020, and City confirms and agrees that these facilities, as constructed, are acceptable to City. The District shall receive a credit against the payment of the City's Development Fees (to the extent any such Development Fees are required under this Agreement) in the amount of the total costs incurred to extend such lines (including but not limited to engineering, management, construction supervision, equipment costs, change orders, construction costs, easement acquisition cost as determined by an independent appraisal, and appraisal costs). Those costs quantified to date are

reflected in the Cost Summary attached hereto as Exhibit L and incorporated herein for all purposes. When any of such credit is applied by the City (or requested by the District to be applied), if requested by the City, the District shall provide the City with an accounting of the costs attributable to the credit. In the event the amount of such costs does not equate to an exact number of Development Fees, then the credit provided by the City shall be rounded up to the nearest whole Development Fee. In consideration for the District's future utilization of constructed capacity in the trunk lines and the application of the City's credit described above, the District shall dedicate and convey said water trunk line, water meter and wastewater trunk line to the City (subject to the Developer's right to reimbursement for same from the District), and all of its rights and obligations under that certain Water Line and Sanitary Sewer Line Easement, which has or will be filed of record in the Official Public Records of Real Property of Fort Bend County, Texas. The City agrees to accept said easement, trunk lines, and water meter which lines and meter shall thereafter be owned, operated and maintained by the City at the City's sole expense. Upon such conveyance of facilities, the location of the Initial Point of Connection will automatically be adjusted to reflect the new point at which the City's water and/or wastewater system connects to the District's water and/or wastewater system, as shown in Exhibit H, and such adjusted point of connection shall thereafter be considered the Initial Point of Connection for purposes of this Agreement. Simultaneously with such conveyance by the District, the City will issue a written commitment for the credited Development Fees in the name of the District. In the event no Development Fees are required under this Agreement, a credit calculated in accordance with this paragraph shall be provided by the City towards any additional fees or payments required under this Agreement as directed by the Developer and/or District, as applicable, in their discretion.

The credit provided for in this paragraph shall continue to be applied against any and all fees or payments required to be paid to the City under this Agreement until wholly accounted for, such that City shall never be required to make an overall net cash payment to the Developer and/or the District, as applicable.

(e) Developer, on behalf of District and at City's request, has constructed and installed a single master water meter (the "Master Meter") as part of the water trunk line extension referenced in Section 3.04(d). The Master Meter was installed at the Initial Point of Connection for the City's internal use only and shall not be used for billing purposes or for any other purposes under this Agreement, except as specifically set forth herein to measure Excess Water Loss. Developer has paid, or will pay, all costs (including but not limited to engineering, management, construction supervision, equipment costs, change orders, and construction costs) associated with the installation of the Master Meter. City hereby confirms and agrees that all such costs shall be included within the calculation of the credit for the trunk line extension referenced in Section 3.04(d) and as reflected in Exhibit L, and the Master Meter shall be considered part of the water trunk line extension to be dedicated and conveyed to the City, and be accepted, and thereafter owned, operated and maintained by City pursuant to Section 3.04(d). City hereby confirms and agrees that the Master Meter, as installed, is acceptable to City and that no additional easement area or rights shall be required by City for the City's ownership, operation and maintenance of the meter and related appurtenances, other than those set forth in the Water Line and Sanitary Sewer Line Easement described in Section 3.04(d).

(f) The City shall provide wholesale water and wastewater service for the Property, and annexation of the Property into the City shall not be a requirement in order for the City to provide such wholesale water and wastewater service. The terms and conditions set forth in Article

X of this Agreement shall be binding upon the City as to its provision of wholesale water and wastewater service for the Property. At the discretion of and upon request by the Developer or the District, as applicable, the City agrees to cooperate and consider in good faith to enter into a separate agreement to provide additional details for such services which agreement shall, unless otherwise agreed to by the Parties in writing and in addition to any other provisions, incorporate the terms and conditions currently contained in Article X of this Agreement.

(g) Notwithstanding anything otherwise contained herein to the contrary, in the event that the City fails to provide wholesale water and/or wastewater services for the Property pursuant to paragraph (f) above and in accordance with Article X of this Agreement, the Developer or the District may elect, in their sole discretion and, as applicable, to (i) contract with third-parties (public or private) for the provision of water supply services and/or wastewater treatment services to serve the Property or (ii) construct water supply and/or wastewater treatment facilities sufficient to serve the Property.

(h) Whenever reference is made herein to the payment of Development Fees by Developer and/or District, such reference shall be intended to include the application of any available credit in lieu of payment as applicable. A Water Capacity Fee and/or Sewer Capacity Fee, as applicable, shall be paid to the City for each ESFC to be served, subject to the District's ability to utilize any existing credit in lieu of payment as discussed above. Immediately following payment of the applicable Capacity Fees to the City, the District shall be provided by the City with capacity in the City's water and/or wastewater system, as applicable, sufficient to serve the number of ESFC's for which Capacity Fees are paid. Payment of Capacity Fees to the City shall be due no later than the time a building permit is issued by the City or County (as applicable) for the applicable ESFC, but may be paid in advance in the discretion of the payor.

(i) The Developer and the District agree to allow, upon written request from the City, connection to the District's water distribution system in up to two locations (the "Emergency Interconnects", which term shall include the applicable water meters and any other related facilities), subject to the following conditions:

(i) The Emergency Interconnects shall be constructed and paid for by the City or the developer of other land benefitting from such interconnect (but in any event, not by the District or the Developer);

(ii) The Emergency Interconnects shall be generally located within public rights-of-way, or easements located outside the boundaries of the District, with one interconnect to be located along Rogers Road and the other along the District's boundary with the adjacent Pecan Ridge development;

(iii) The specific locations of the Emergency Interconnects and the timing of the construction of same must be agreed upon in writing by all Parties;

(iv) The Emergency Interconnects shall be metered, and shall only be used for emergency water supply;

(v) Following construction, the City shall adjust its procedures to account for all water provided through the Emergency Interconnects and ensure that it is not included within the calculation of Excess Water Loss as set forth in Section 10.05;

(vi) If requested by the District, the Emergency Interconnects shall be designed for flow in both directions;

(vii) The Emergency Interconnects shall be constructed (including land acquisition, engineering, design, permitting, etc.) at no cost to the District or the Developer, shall not require the upsizing or other modification of any District facilities, and shall not reduce or cause the reduction of lots or developable land within the District, and

(viii) The Emergency Interconnects shall be the subject of a separate Emergency Water Supply Agreement between the District and the other party or parties benefitting from same, in a form acceptable to the District.

Section 3.05 Construction Standards for Public Improvements.

(a) (i) The Developer and/or District shall provide Public Improvements and Recreational Facilities according to the General Plan, for the Property at the Developer's or District's (as applicable) sole cost; provided, however, the Developer may receive reimbursement of all eligible costs from the District, as referenced in Section 3.04. Recreational Facilities shall not be subject to plan review and approval, inspection, permitting, or the imposition of fees by the City as described in this Section 3.05.

(ii) The City shall have the right to review and approve the plans and specifications for any Public Improvements for which it has permit and inspection rights under subsection (iii) below, subject to the terms of this Agreement including the following terms. The Developer and/or District shall design and prepare plans and specifications for the Public Improvements, as needed. Upon completion of such plans and specifications, the Developer and/or District, as applicable, will make available the plans and specifications to the City for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall have fifteen (15) business days to review the plans and specifications and submit written comments to the Developer (or District, as applicable). If the City does not submit written comments within this fifteen (15) business day period, the plans and specifications shall be deemed approved. If the Developer (or District, as applicable) receives written comments from the City within this fifteen (15) business day period, the plans and specifications shall be deemed approved as long as the Developer or District complies with such written comments, provided that any such comments must be in accordance with the requirements of this Agreement. Notwithstanding the foregoing, in the event plans and specifications are deemed approved pursuant to this subsection, City nonetheless agrees to sign such plans and specifications or to provide other evidence sufficient to memorialize that approval to the satisfaction of third-parties exercising jurisdiction over the District, including but not limited to Fort Bend County and the TCEQ.

(iii) The City shall have the right to inspect (and shall attempt to coordinate with any inspections performed by Fort Bend County or the TCEQ) and approve the construction of Public Improvements, which approval will not be unreasonably withheld, conditioned or delayed. The District's engineer shall provide notice to the City prior to any Fort Bend County or TCEQ inspections set forth herein. The Developer's engineer or the District's engineer, as applicable, shall inspect the construction of all Public Improvements and shall have an inspector during the construction of all inspectable work related to such Public Improvements. The Developer, its successors and assigns, shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of any pavement (including driveways) or Public Improvements and/or pay for any City inspection of Public Improvements, in an amount that would exceed three-fourths

of one percent (or 0.0075) of the cost of the construction contract for the applicable improvement. Notwithstanding the foregoing, no permit or City inspection shall be required for any roads or driveways which are inspected by Fort Bend County or the Texas Department of Transportation or the District and/or which will be maintained by Fort Bend County or the Texas Department of Transportation or the District. Developer, Landowner and/or the District, as applicable, will provide the City with a copy of the Fort Bend County or Texas Department of Transportation approval for any such roads or driveways as received upon request by the City.

(b) The Developer agrees to comply with Ordinance 2012-1089, subject to the provisions of paragraph (a) above. Notwithstanding anything contained herein or in Ordinance No. 2012-1089, Developer and/or District, as applicable, shall be permitted by City to meet The Texas Department of Transportation's minimum requirements related to all improvements, including but not limited to driveways, which connect the Property to F.M. 1093 and the requirements of the existing right-of-way located adjacent thereto owned by The Metropolitan Transit Authority or Fort Bend County.

(c) Upon request by Developer or the District, City will cooperate with and provide support to applications made by the Developer within the District for access rights to F.M. 1093 and the existing right-of-way adjacent thereto owned by The Metropolitan Transit Authority, the Texas Department of Transportation, the Fort Bend Toll Road Authority, and/or Fort Bend County along F.M. 1093 for driveway connections, road connections, lights, turn lanes, deceleration lanes, signals, signage and other improvements in aid of the proposed development within the Property.

(d) During the term of this Agreement, the City may modify, supplement or amend the standards contained in the Development Ordinance for the design and construction of Public Improvements to make them consistent with generally accepted standards of other local governmental entities; provided, however, such modifications, supplements or amendments shall not apply to plans that have previously been submitted to the City for approval pursuant to Section 3.05(a) above and they shall not apply to any provisions which have already been included in the approved variances listed in Exhibit M hereto. Under this Agreement, the criteria, plans and construction standards for drainage facilities and related improvements shall be deemed approved by the City provided that they are consistent with criteria and standards imposed by the Fort Bend County Drainage District as they may be amended by the Fort Bend County Drainage District from time to time. Notwithstanding the foregoing, in the event plans and specifications are deemed approved pursuant to this subsection, City nonetheless agrees to sign such plans and specifications or to provide other evidence sufficient to memorialize that approval to the satisfaction of third-parties exercising jurisdiction over the District, including but not limited to Fort Bend County and the TCEQ.

Section 3.06 Private Improvements/Inspections.

(a) Houses, buildings (including multi-family and commercial buildings) and other private improvements within the Property shall be constructed in accordance with the City Building Code. Notwithstanding anything provided for herein to the contrary, Public Improvements and Recreational Facilities are not subject to the requirements of this Section 3.06.

(b) Before construction of a single-family home begins, the builder of such single-family home shall pay to the City a "Homebuilder Permit Fee," which fee shall be equal to and not exceed \$600. No other fee shall be due the City regarding the construction of such home by either the homebuilder or its sub-contractors. Homebuilder shall hire a qualified third-party

contractor to inspect the home construction and file reports relative to the home being constructed in accordance with the City Building Code. The homebuilder shall coordinate with the City so that such reports are available to the City (i.e. filing such reports with a designated party or making a drop-box of reports available). Notwithstanding that construction of the home will be inspected by a third-party inspector, the City shall have the right, but not the obligation, to conduct its own separate inspection of the home for compliance with the City Building Code in effect as of the date the Homebuilder Permit Fee for the applicable property was paid to the City, but the City shall not receive any additional fees for making such inspection. The City may provide any additional comments regarding an inspection report to the applicable builder or third party inspector. However, in the event of a conflict regarding such inspection between the City and the third-party inspector, the third party inspector's determination shall control.

(c) Upon the City's receipt of the Homebuilder Permit Fee for a lot and the accompanying application, the City shall review such application for compliance with the City Building Code in effect as of the date the Homebuilder Permit Fee for the applicable property was paid to the City and issue its plan approval, which approval shall not be unreasonably delayed, conditioned, or withheld. Without limiting the foregoing, the City shall not have the right to condition or withhold its approval of such application or its performance of any other obligation hereunder based upon matters related to the aesthetic design (such as materials, percentage of brick coverage, colors, or similar aesthetic matters), which matters shall be at the sole discretion of the Developer. The Developer anticipates that single-family home construction will proceed at a rapid pace (e.g., approximately 25 during each seven-day work week). The City shall use its good faith efforts to issue its approval or comments regarding such application not later than ten (10) business days after the application is initially filed. If the City does not provide its approval or comments within fifteen (15) business days of the original submission then the application shall be deemed approved. If the City disapproves the application, it shall provide comments describing the reasons for such disapproval and the requirements to remedy same via subsequent submission. The City agrees to issue its approval or provide additional comments within seven (7) calendar days after receiving any subsequent submission.

(d) City will promptly perform all inspections on commercial/multi-family buildings or other private improvements for compliance with the City Building Code. When such inspections are complete, the owner of the lot or tract on which the building is being constructed will pay an inspection fee to the City for all inspections relating to such building or other private improvements. The fee shall not exceed forty-percent (40%) of the then current inspection fee applicable to commercial and multi-family buildings located within the City. For multi-family building inspections, the above referenced fee shall be applied on a per unit basis to all units included within the building. All City inspectors shall maintain records and accounts of their respective inspections and such owner, its successors and assigns, shall have the right to review such records and accounts for a period of three (3) years following issuance of the certificate of occupancy for such building or other private improvements.

Section 3.07 Open Space and Recreational Facilities.

(a) The Developer hereby agrees to dedicate to the District a minimum of approximately thirteen (13) acres of reserve, parkland and open space (collectively, the "Open Space") and the District shall be responsible for the maintenance of the Open Space. The Open

Space may be dedicated in phases based upon the Developer's development plan over the life of the development. The District may contract with a third-party, such as a property owners association, to perform such maintenance obligations. Developer shall be entitled to be reimbursed by the District, to the full extent allowed by the TCEQ rules, for any Open Space dedicated pursuant to this Section.

(b) The City agrees that so long as the Developer dedicates the Open Space, as described in subsection (a) immediately above, the Developer is deemed and shall be found to be in full compliance with the Development Ordinance regarding park and open space requirements and with any City ordinance, whether now in effect or to be adopted from time to time in the future, regarding Developer's provision of Recreational Facilities and, moreover, the Developer shall not be required to dedicate any additional parklands, open space or Recreational Facilities within the Property to the City or District or make any monetary payments to the City relating to Recreational Facilities (other than any applicable Regional Park Plan Fees as set forth below).

(c) The City acknowledges and agrees that the Developer may, in addition to the requirements of (a) above, make provisions for public Recreational Facilities to serve the Property to be financed, developed, and maintained by the District, to the extent authorized by state law. The Developer agrees that any such amenities may be conveyed to the District for ownership and operation and shall not be the responsibility of the City unless and until the City dissolves the District, in which case the amenities owned by the District would become the property of the City. To the extent the Developer makes provisions for private Recreational Facilities that may be available only to residents of the Property, such amenities (i) will ultimately be conveyed to a property owners association for ownership and operation, and (ii) shall not be the responsibility of the City even after the City dissolves such District.

(d) The City's Regional Park Plan will provide park and recreational amenities to benefit areas within the City and within the ETJ, including the Property. The City agrees the Developer's proposed plans for Recreational Facilities within the Property comply with the Regional Park Plan. Prior to this Agreement there were no regional park improvements proposed in the vicinity of the Property and the annexation of the Non-ETJ Tract by Developer increased the amount of land available for the development of such improvements within the Property. For and in consideration of these facts and the long-term potential benefit to the Regional Park Plan and the City, the City agrees to the provision of a credit against the Regional Park Plan Fee as set forth in this Section. In the event that the Developer and/or District dedicates land along Bessie's Creek for a continuous public green belt and/or public trail, so that such area may be extended in the future as part of a regional park system beyond the boundary of the District, the Developer and/or District, as applicable based upon who dedicated the land, shall receive a credit equal to the costs paid and to be paid for the land, Public Improvements and/or Recreational Facilities designed and constructed within said area (including any public park, public open space and related Public Improvements which are within, adjacent and/or contiguous to such public green belt and/or trail system) against the payment of the Regional Park Plan Fees. For the purposes of this Section, land, trails or Public Improvements or Recreational Facilities separated by a road and/or other public right-of-way shall still be considered herein to be adjacent and/or contiguous with one another. Developer or District shall have the option, in its discretion, of establishing the value of any land dedicated in accordance with this paragraph by certified real estate appraisal, and in such event, the costs of the appraisal shall be included within the credit to be applied against Regional Park Plan Fees. The City hereby agrees that, as to any other developer, whether within the City or within the

ETJ, the City will cause such other developer to comply with Development Ordinance requirements regarding the dedication of park land and will charge such other developer at least \$450 per single family residential lot or unit to fund costs of the Regional Park Plan. Any such payments shall be placed in the dedicated Regional Park Investment Fund. Developer may assign, in its sole discretion, all or part of any unused credit due to it under this Section 3.07 to the District.

(e) The City agrees that so long as (i) the Developer develops Recreational Facilities within the Property in substantial compliance with this Agreement and (ii) the Developer makes payments (or receives credits as the case may be) towards the Regional Park Plan, as described in subsection (d) immediately above, the Developer is deemed and shall be found to be in full compliance with the Development Ordinance regarding park requirements and with any City ordinance, whether now in effect or to be adopted from time to time in the future, regarding a developer's provision of Recreational Facilities and, moreover, the Developer shall not be required to dedicate any additional parkland within the Property to the City or District.

Section 3.08 Fire Protection Services. The Property is located in Fort Bend County Emergency Services District No. 4, a taxing authority that provides fire protection services to the Property. The City shall have no obligation to provide fire protection services to the Property unless and until the Property is within the corporate boundaries of the City and at such time the City will provide the Property with, to the extent the City is then providing any fire protection services, the same level of fire protection services as are then being provided to the remainder of the City.

Section 3.09 Police Protection Services. The Property is located in Fort Bend County, a taxing authority that provides police protection services to the Property. The Developer or District shall be entitled, in their sole discretion, to contract with either the City or Fort Bend County, directly or indirectly, to provide supplemental law enforcement services within the Property. Notwithstanding the forgoing, in the event that the District, in its sole discretion, determines that such supplemental law enforcement services are desired, City shall be afforded the right of first opportunity to present the City's terms and costs for the provision of said services to the District for its consideration.

Section 3.10 Traffic Study. If Developer is required to complete a traffic study for the Property by either Fort Bend County or the Texas Department of Transportation, Developer shall provide a copy to the City. Developer shall not otherwise be required to complete a traffic study by the City.

Section 3.11 Liability of End-Buyer. End-Buyers shall have no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants (if applicable) and land use restrictions applicable to the use of their tract or lot. The Developer and Landowner hereby disclaims any and all representations and/or warranties, express or implied, and/or any obligations, duties and/or required notices of any kind to any End-Buyer as a result of this Agreement with the City.

Section 3.12 Approved Variances from Development Code. The City hereby approves the variances shown on Exhibit M attached hereto for the development of the Property. The City shall approve all plats, plans and specifications submitted by the Developer that conform to this Agreement, including but not limited to the variances shown on Exhibit M and other variances that the City may approve from time to time.

Section 3.13 Signs. All signs within the Property shall be designed and constructed, at the discretion of the Developer, in accordance with the lesser of the standards set forth in the City's sign Ordinance Nos. 2012-1071, 2012-1058 and 2012-1065 (collectively, the "Current Sign Ordinance") or any future sign ordinance adopted by the City; provided, however, notwithstanding the foregoing the Developer and any subsequent Landowner shall be permitted under the terms of this Agreement to construct signs within the Property that are consistent with the general dimensions, configurations, locations and design intent depicted on the Sign Hierarchy shown on Exhibits N1 and N2 (subject to the final determination of colors, materials and design details by the Developer which are consistent with and compliment the Fulshear Lake's materials, colors and logos). In the event that decorative street signage is planned to be utilized by Developer for public street names within the District, the street name signage design shall be submitted to the City.

Section 3.14 Cooperation and Joint Projects. Upon request by the District or Developer, City will cooperate with and provide support to any applications made to promote cost participation in utilities, plants, traffic signals, turn lanes and other improvements which may inure to the long-term benefit of the District. The City will also support the Developer's and/or District's efforts to obtain grants or other public financing (i.e. through bonds, economic development agreements or otherwise) from Fort Bend County to finance roads, bridges (Bessie's Creek) and other public infrastructure. The City will also provide written support for permit requests and other applications which are related to the development of the Property and filed by Developer or District with Fort Bend County, The Texas Department of Transportation and/or other governmental agencies, if requested by District or Developer.

The Developer and/or District may elect to dedicate portions of proposed roads located within the Property ("Project Roads") to the City near or within 300 feet of a proposed intersection of the Project Road and an existing public road or an existing public right of way (including but not limited to those owned and/or maintained by Fort Bend County or the Texas Department of Transportation), hereinafter referred to as a "Public Intersection". In the event of such election, only the portion of the Project Road right-of-way within the Property shall be dedicated to the City without charge. The City agrees to act timely and in good faith using reasonable efforts to make all applications for all permits, studies, dedications and other approvals in the name of the City to the regulating authorities (and respond to comments thereto in coordination with the Developer and/or District) which are required to tie the Project Road into the Public Intersection; provided however, that the Developer and/or District (as applicable, depending upon which party has made such election) shall be responsible for (i) all timing, control, inspection and supervision of all the construction, (ii) all of the costs for the permitting, platting, engineering, planning, design, construction and financing of the future proposed road and (iii) any and all required design and construction costs necessary to make the connection of the Project Road to the Public Intersection. The design and construction standards of any Project Road within the Property shall be in conformance with the requirements of this Agreement.

Section 3.15 Approval of Burn Permits. The City agrees that Developer shall be entitled to issuance of any required burn permit, as part of its clearing for development purposes, so long as Developer's procedures for the project are consistent with the requirements for issuance of a burn permit by Fort Bend County.

ARTICLE IV

CREATION AND DISSOLUTION OF THE DISTRICT; ANNEXATIONS

Section 4.01 Consent to Creation of District. The City has consented to the creation of the District by City Ordinance No. 2014-1171 dated December 16, 2014. For purposes of this Agreement, whether or not specifically stated in the City's Ordinance consenting to the creation of the District and notwithstanding anything contained in any City Ordinance to the contrary, the City acknowledges and agrees that all roads within the District meet the criteria for a major thoroughfare and/or arterial feeder and/or a collector road for purposes of Texas Water Code §54.234.

Section 4.02 Dissolution of District. The City agrees not to dissolve or attempt to dissolve, in whole or in part, the District until (i) Developer has installed Public Improvements and Recreational Facilities necessary to serve ninety five percent (95%) of the developable acreage within the District, and (ii) the Developer has been fully reimbursed by the District in accordance with TCEQ rules, if applicable, for all of Developer's eligible development and construction costs for same (including Development Fees and interest), all as certified in writing by the District's engineer to the City. If the City annexes the District prior to Developer's full development and reimbursement by the District, as described herein, then the City shall automatically assume complete liability for the District's compliance with agreements including such reimbursement to the Developer in accordance with the written agreement(s) between the Developer and the District.

Section 4.03 Limited Purpose Annexation. The Parties agree that, upon the request of the City, the District and the City shall enter into a strategic partnership agreement (the "Strategic Partnership Agreement") in accordance with Section 43.0751 of the Texas Local Government Code (the "TLGC Sec. 43.0751") and for the purposes set forth in this Section 4.03. The Strategic Partnership Agreement shall provide that (i) tract(s) used for retail sales shall be annexed by the City for limited purposes if and to the extent such limited annexation is required for the City to collect sales tax; and (ii) the City shall impose a sales tax within such tract(s) pursuant to subsection (k) of the TLGC Sec. 43.0751. The Agreement shall also provide for a split of sales tax revenue between the City and the District in the amount of fifty percent (50%) to the City and fifty percent (50%) to the District provided the District's share is used for a legally permissible purpose of the District, including but not limited to, paying all costs and overhead of financing the design and construction of infrastructure (including interest), retiring bond debt (i.e., depositing such funds in the debt service fund), paying maintenance costs, and/or providing for street lights and law enforcement services.

ARTICLE V

PROVISIONS FOR DESIGNATED MORTGAGEE AND DISTRICT

Section 5.01 Notice to Designated Mortgagee. Pursuant to Section 5.03, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

Section 5.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 5.03 and Article VI.

Section 5.03 Designated Mortgagee.

(a) At any time after execution and recordation in the Real Property Records of Fort Bend County, Texas, of any mortgage, deed of trust, or security agreement given and executed by the Developer encumbering the Property or any portion thereof, the Developer (i) may elect to hereafter notify the City in writing that such mortgage, deed of trust, or security agreement has been given and executed by the Developer, and (ii) may change the Developer's address for notice pursuant to Section 9.01 to include the additional addresses of the Designated Mortgagee to which it desires copies of notice to be mailed.

(b) At such time as a release of any such lien(s) is filed in the Real Property Records of Fort Bend County, Texas, and the Developer gives notice of the release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

(c) The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and the Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination. The Designated Mortgagee's consent shall not be required for any amendment to Article X of this Agreement.

(d) Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Property and marketing it for sale, and is not actively involved in the development of the Property, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

(e) If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

Section 5.04 Rights of District to Cure Default. The District shall have the right, but not the obligation, to cure any default by Developer in accordance with the provisions of this Section and Article VI. The City agrees that it may not exercise any remedies of default hereunder unless and until the District has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of.

Section 5.05 Estoppel Certificate. Upon request of the Developer or District, the City shall execute and deliver to the Developer, the District and any Designated Mortgagee an estoppel certificate containing the status of this Agreement and whether any defaults exist under this Agreement.

ARTICLE VI PROVISIONS FOR DEVELOPER AND LANDOWNERS

Section 6.01 Vested Rights. Upon execution of this Agreement, the Parties agree that the rights of all Parties as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date as defined in Section 9.13.

Section 6.02 Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer and each other Landowner hereby waive its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act") or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's, Landowner's, or their respective grantee's, or a grantee's Successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and the Developer and their respective grantees and successors do not waive their rights under the Act to assert a claim under the Act, for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 6.03 Developer's Right to Continue Development. The Parties hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, the Developer may sell a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable for the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developer as set forth in Section 7.04 hereof, but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

ARTICLE VII MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement.

(a) It is the intention of the Parties that the Property be developed in accordance with the terms of this Agreement and that Developer follow the development plans as set out in the General Plan. The Parties acknowledge and agree that any unapproved Material Change (as defined in Section 2.02) from the General Plan (as amended from time to time) and the concepts of

development contained therein and any substantial deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. For purposes of this Section, a substantial deviation from the material terms of this Agreement means a failure of Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Property in accordance with this Agreement and which is not otherwise approved by the City.

(b) The Parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in (but is not limited to) any of the following instances:

1. The imposition or attempted imposition of any moratorium on the design, building and/or construction of improvements on the Property, except as allowed by State law or this Agreement;

2. Imposition by the City of a requirement that the Developer, the Developer's grantee, or a grantee's successor apply for or obtain from the City any permit for construction of private or Public Improvements, obtain any inspection related thereto, or pay any fee for any application, permit or inspection, other than as may be authorized in this Agreement;

3. The imposition by the City of a requirement to provide regionalization of public utilities through some method substantially or materially different than the plan set forth in this Agreement;

4. An attempt by the City to dissolve, in whole or in part, the District without complying with the conditions set forth in Article IV of this Agreement;

5. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement;

6. An attempt by the City to modify, amend, or control the General Plan except as permitted by this Agreement;

7. An attempt by the City to unreasonably withhold, condition or delay approval of a plat of land within the Property or plans related thereto that complies with the requirements of this Agreement;

8. An attempt by the City to zone the Property in a manner that does not permit development consistent with the General Plan and this Agreement; or

9. An attempt by the City to prevent, diminish or delay the reimbursement of the Developer that otherwise complies with the agreements between the Developer and the District.

(c) In the event that a Party to this Agreement believes that another Party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VII shall provide the remedies for such default.

Section 7.02 Notice of Developer's Default.

(a) The City shall notify the Developer, each Designated Mortgagee and the District in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify each and every one of the alleged failures and the applicable section(s) of this

Agreement with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure(s) or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure(s) or state that such alleged failure(s) will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee or the District. The alleged defaulting Developer shall make reasonably available and deliver to the City, if requested, any public records, documents or other information necessary to make the determination without charge.

(c) In the event that the City determines 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 reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City reasonably determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee or the District in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may take any appropriate action to enforce this Agreement at law or in equity.

Section 7.03 Notice of City's Default.

(a) Any Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify each and every one of the alleged failure(s) and the applicable section(s) of this Agreement with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as that Developer may specify in such notice, either cure such alleged failure(s) or, in a written response to each Developer, either present facts and arguments in refutation or excuse of such alleged failure(s) or state that such alleged failure(s) will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make reasonably available and deliver to the Developer, if requested, any public records, documents or other information necessary to make the determination without charge.

(c) In the event that the Developer determines 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 reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may take any appropriate action to enforce this Agreement at law or in equity.

Section 7.04 Remedies.

(a) In the event of a determination by the City that a Developer has committed a material breach of this Agreement the City may, subject to the provisions of Section 7.02, file suit in a competent jurisdiction in Fort Bend County, Texas, and seek any relief available at law or in equity, including, but not limited to, injunctive relief, an action for mandamus and an action under the Uniform Declaratory Judgment Act as to the breaching Developer (but not as to any other non-breaching Developer). Any suit by City which arises hereunder solely by virtue of an obligation or action of the District shall be brought by City against the District rather than Developer, but only after City has complied with Section 7.02 as to District.

(b) In the event of a determination by a Developer or the District that the City has committed a material breach of this Agreement, the Developer or the District may file suit in a court of competent jurisdiction in Fort Bend County, Texas, and seek any relief available, at law or in equity, including, but not limited to, injunctive relief, an action for mandamus and an action under the Uniform Declaratory Judgment Act. The District may only file suit after it has complied with Section 7.03 as to City.

ARTICLE VIII

BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and assigns. In addition to the City, the Developer and the District, Designated Mortgagees, and their respective successors or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future Developers and other Landowners, other than End-Buyers. This Agreement and all amendments hereto (including amendments to the General Plan) shall be recorded in the deed records of Fort Bend County, Texas. Notwithstanding anything contained herein to the contrary, any amendments to this Agreement that relate solely to the rates charged by the City for water supply and/or sanitary sewer treatment services or the billing for or payment of such charges shall not be recorded. This Agreement, when recorded, shall be binding upon the Parties hereto and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement is not binding on, and does not create any encumbrance to title as to, any End-Buyer, or mortgagee of an End-Buyer, of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

Section 8.02 Term. With the exception of the City's obligation to provide wholesale water and wastewater services to the Property under Article X, this Agreement shall be effective from the Effective Date and shall terminate on the earlier to occur of (a) thirty-five (35) years from the closing date of the District's final bond issue to reimburse Developer for Public Improvements and Recreational Facilities or (b) forty-five (45) years from the Effective Date. With regard to the City's obligation to provide wholesale water and wastewater services to the Property under Article X, this Agreement shall be effective from the Effective Date and shall terminate 50 years from the Effective Date, but shall automatically renew thereafter for successive one (1) year periods unless otherwise terminated by any Party providing 180 days written notice to the other Parties of such termination.

Section 8.03 Termination. In the event this Agreement is terminated as provided herein or by mutual written agreement of the Parties, the Parties shall promptly execute and file of record, in the County Clerk Official Records of Fort Bend County, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. The provisions of Sections 3.15 and 4.02 shall survive termination of this Agreement for any reason. Furthermore, notwithstanding the above, in the event City has begun providing wholesale water and/or wastewater services to the Property at the time of termination and unless otherwise agreed to in writing by the District, the provisions of Article X of this Agreement (and any additional provisions necessarily required by Article X, including but not limited to any applicable definitions), shall be deemed to survive any termination of the remainder of this Agreement such that the terms and conditions for City's provision of wholesale water and/or wastewater services to the Property shall remain in place for the term set forth above. It is the Parties' intention that City's provision of wholesale water and wastewater services to the Property shall be considered independent of, and not limited by, the provisions of Section 212.172 of the Texas Local Government Code.

Section 8.04 Assignment or Sale by Developer. If the Developer proposes to sell substantially all of the Property, or all of the Property owned at such time by the Developer, the Developer shall provide prior written notice of such sale to the City. Any person who acquires the Property or any portion of the Property, except for an End-Buyer whose liability is defined in Section 3.11 above, shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided in Section 8.01 above; provided, however, notwithstanding anything to the contrary herein, the Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assignee is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City, any Designated Mortgagee and the District as applicable. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property, other than to an End-Buyer, shall recite and incorporate this Agreement as binding on any purchaser or assignee.

Section 8.05 Transfer of Control of Developer. The Developer shall promptly notify the City prior to any substantial change in ownership or control of that Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of a Developer. Any contract or agreement for the sale, transfer, or assignment of control or ownership of a Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01 Notice. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified,

or (d) by sending the same by telefax with confirming copy sent by mail. Any notice required to be given by a Party to a Designated Mortgagee or the District shall be given as provided above at the address designated upon the identification of the Designated Mortgagee or for the District, respectively. Notice deposited in the United States mail in the manner herein above described shall be deemed effective 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 written receipt or confirmation. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

City: City of Fulshear
P. O. Box 279
Fulshear, Texas 77471
Attn: City Secretary
Facsimile: (281) 346-2556

With copy to: Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, Texas 77024
Facsimile: (832) 476-9554

Developer: Fulshear Lakes, Ltd.
1500 CityWest Blvd., Suite 400
Houston, Texas 77042
Attn: Mr. Sam Yager III, Vice-President
Facsimile: (713) 783-0704

With copy to: Fulshear Lakes, Ltd.
1800 Smith St., Suite 1900
Houston, Texas 77002
Attn: Mr. Cullen Powell
Facsimile: (713) 651-8800

And a copy to Developer's Manager:
SY Fulshear Management, Ltd.
c/o Sam Yager Incorporated
1500 CityWest Blvd., Suite 400
Houston, Texas 77042
Attn: Mr. AJ Sullivan
Facsimile: (713) 783-0704

And a copy to Developer's Counsel:
Coats Rose Yale Rymon & Lee
9 Greenway Plaza, Suite 1000
Houston, Texas 77046
Attn: Mr. Travis Hopper
Facsimile: (713) 651-0220

District: Fort Bend County Municipal Utility District No. 216
c/o Schwartz, Page & Harding, L.L.P
1300 Post Oak Boulevard, Suite 2400
Houston, Texas 77056
Attn: Mr. Joseph Schwartz
Facsimile: (713) 623-6143

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) day's written notice to the other Parties. A Designated Mortgagee may change its address in the same manner by written notice to the parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or federal or state of Texas legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 9.02 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 9.03 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected.

Section 9.04 Waiver. Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Fort Bend County, Texas.

Section 9.06 Reservation of Rights; Waiver of Governmental Immunity. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except as required in order to enable a Party to enforce any rights and remedies under this Agreement against the other Party, in which case all such rights, privileges and immunities are hereby waived. The City and Developer agree that this Agreement constitutes an agreement for providing goods and services to the City and is subject to the provisions of Subchapter I of Chapter 271 and Section 212.172, Texas Local Government Code, as amended, and any successor statutes(s), as and if in effect. In accordance with Sections 271.152 - 271.153 and 212.172 thereof, to the extent limited, however, by the provisions thereof, the City hereby waives any constitutional, statutory or common law right to sovereign or governmental immunity for liability or suit and expressly consents to be sued and liable to the extent necessary for the Developer or District to enforce this Agreement, but only as to the Developer and District and this Agreement. This Section is not intended to be a general waiver as to damages except as is otherwise set forth in Chapter 271 and Section 212.172.

Section 9.07 Further Documents. 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 do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 9.09 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the Parties shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 9.10 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entity. The District hereby certifies and warrants that the execution of this Agreement is duly authorized and adopted by the District.

Section 9.11 Agreement not an "Allocation Agreement." The Parties agree that this Agreement is not an Allocation Agreement for purposes of Water Code Section 54.016(f), as amended.

Section 9.12 Representative Capacity. It is expressly agreed and understood by the parties hereto that the person(s) executing this Agreement on behalf of the Parties hereto are acting in their respective capacities only, solely as representatives of the Parties hereto, and any liability resulting hereunder based upon the action of such individuals, including, but not limited to, the breach of any warranty, covenant, representation or other provision contained herein, shall rest solely with the respective Parties hereto and not such individual(s).

Section 9.13 Entire Agreement; Amendment; Termination of Original Agreement and Effective Date. This Agreement contains the entire agreement between the Parties relating to the rights granted and obligation discussed herein. This Agreement may only be amended by written instrument executed by all Parties and any parties required to consent (if applicable). This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. The Parties agree that the Original Agreement is hereby amended and restated in its entirety and that this Agreement is entered into in substitution for the Original Agreement. Accordingly, this Agreement shall retroactively be effective as of December 29, 2014, the date of the Original Agreement (the "Effective Date").

Section 9.14 Statutorily Required Provisions.

(a) As required by Chapter 2271, Texas Government Code, Developer hereby verifies that Developer, including a 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 of the Texas Government Code, as amended.

(b) Pursuant to Chapter 2252, Texas Government Code, Developer represents and certifies that, at the time of execution of this Agreement neither 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 of the Texas Government Code.

(c) Pursuant to Section 2274.002, Texas Government Code, as amended, Developer hereby verifies that Developer, including a 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.

(d) Pursuant to Section 2274.002, Texas Government Code, as amended, Developer hereby verifies that Developer, including a 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 the Agreement. As used in the foregoing verifications, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code.

(e) Developer and City acknowledge and agree that City has provided Developer with those written disclosures required by Texas Local Government Code Section 212.172 (b-1), as amended.

ARTICLE X

TERMS AND CONDITIONS FOR THE CITY'S PROVISION OF WHOLESALE WATER AND/OR WASTEWATER SERVICE FOR THE PROPERTY

Section 10.01 Capacity and Points of Connection. The City will provide water supply and wastewater treatment capacity within its existing system (including its distribution and collection lines and related facilities) sufficient to serve up to 2,203 ESFC's within the Property. In the event additional land is annexed into the District in the future, absent separate agreement by the parties, the number of ESFC's for which capacity is provided by the City hereunder shall automatically be increased by four (4) ESFC's per acre annexed into the District. Water supply and wastewater treatment services shall initially be provided by the City at the Initial Points of Connection. The District or the Developer may (but are not obligated to) make Additional Points of Connection to the City's water distribution system and/or wastewater collection system, subject to the City's approval rights related to such Public Improvements as described herein. The City shall own and operate all facilities required to provide such services which are located on its side of the Points of Connection and shall be responsible for all costs associated with design and construction of any required extensions of its existing facilities from their present locations to the Points of Connection. The District shall, subject to the terms of Section 3.04, own and operate all facilities required to receive the water supply and wastewater treatment services hereunder and which are located on the District's side of the Points of Connection, and District shall be responsible for all costs associated with the design and construction of any required extensions of District facilities to the Points of Connection. The City shall provide such water supply and wastewater treatment services in compliance with all orders, rules, regulations and permits established by any regulatory authority with jurisdiction. Upon request, the City shall provide to the District copies of any correspondence, reports, or other

documents related to such services submitted to or received from the TCEQ, the Environmental Protection Agency, or any other regulatory authority with jurisdiction.

Section 10.02 Water Supply Service and Construction of Facilities. The City has extended a sixteen-inch (16") PVC waterline to the Initial Water Point of Connection in accordance with the plans entitled: *"2016 Water & Sanitary Sewer Line Extension City of Fulshear, Texas"* approved by the City's Director of Public Works on August 18, 2017. City represents that all facilities required to provide the full 2,203 ESFC's of water capacity contemplated by this Agreement, including appropriately sized water distribution lines up to the Initial Water Point of Connection, have been completed. Accordingly, the District shall be entitled to receive up to 2,203 ESFC's of water capacity immediately upon the payment of the Capacity Fees related to same. Any additional capacity required as a result of future annexations of property into the District, as contemplated herein, shall be made available by the City within twelve (12) months after the provision of written notice to City requesting same.

Section 10.03 Wastewater Treatment Service and Construction of Facilities. The City has extended a ten-inch (10") PVC (Class 160 PSI) wastewater force main in accordance with the plans entitled: *"2016 Water & Sanitary Sewer Line Extension City of Fulshear, Texas"* approved by the City's Director of Public Works on August 18, 2017. All facilities required to provide the full 2,203 ESFC's of wastewater treatment capacity contemplated by this Agreement, including appropriately sized sanitary sewer collection lines up to the Initial Wastewater Point of Connection, have been completed. Accordingly, the District shall be entitled to receive 2,203 ESFC's of wastewater treatment capacity immediately upon the payment of the Capacity Fees related to same. Any additional capacity required as a result of future annexations of property into the District, as contemplated herein, shall be made available by the City within twelve (12) months after the provision of written notice to City requesting same.

Section 10.04 Charges for City Services. In consideration of the provision of water supply and/or wastewater treatment services by the City, the District shall pay the City for each of its active connections receiving such City water supply and/or wastewater treatment services, as applicable on a monthly basis, a sum equal to (i) 1.10 times the City's water and wastewater service rates (including the City's base rate) applicable to City customers of the same category, plus (ii) the fee collected by the City from its customers attributable to the North Fort Bend Water Authority ("NFBWA") on a per-1,000 gallon basis without any mark-up (the "NFBWA Fee"). It is the intent of the Developer and City that the City's monthly compensation will be equal to the aggregate total resulting from the application of the agreed rates to each individual connection within the District which is receiving water supply and/or wastewater treatment services, as applicable, from the City. In order to properly identify such connections, that portion of the District's water distribution system and wastewater collection system which are connected to the City's system shall be segregated from any portion of the District's water distribution system and wastewater collection system which are not connected to the City's system and are receiving service from other sources. Such segregation shall be achieved through the installation of valves or other proper engineering methods and shall be available for inspection by the City upon request. The District shall also provide to the City, upon request, a list of District connections which are receiving services from the City, as of the date such information is requested.

The District shall adjust the rates billed to its customers from time to time as required to provide for the payments set forth herein. In order to facilitate adjustment, the City shall provide the

District with written notice of any applicable changes to City rates and such changes shall not apply to the District for a period of sixty (60) days following the District's receipt of such notice. The following chart illustrates the application of all of the agreed rates and fees that will be charged pursuant to this Agreement for a typical connection in the District utilizing 15,000 gallons of water per month based upon the City's Rate Order and the NFBWA Fee in effect as of the Agreement Date:

WATER: gallons	Rate (per 1,000 gal.)	Rate Multiplier (1.10 x)	Consumption (in 1,000 gal.)	Amount owed to City
0-5,000	\$5.50 (base fee)	\$6.05	N/A	\$6.05
5,001-10,000	\$2.00	\$2.20	5	\$11.00
10,001-20,000	\$3.00	\$3.30	5	\$16.50
20,001-30,000	\$4.00	\$4.40	-	-
30,001 and over	\$5.00	\$5.50		
Subtotal				\$33.55
WASTEWATER: gallons	Rate (per 1,000 gal.)	Rate Multiplier (1.10 x)	Consumption (in 1,000 gal.)	Amount owed to City
0-5,000	\$5.50 (base fee)	\$6.05	N/A	\$6.05
5,001-10,000	\$2.00	\$2.20	5	\$11.00
10,001-20,000	\$3.00	\$3.30	5	\$16.50
20,001-30,000	\$4.00	\$4.40	-	-
30,001 and over	\$5.00	\$5.50		
Subtotal				\$33.55
NFBWA Fee (Groundwater)	\$4.25	N/A	15	\$63.75
			TOTAL	\$130.85

Other than the rates specifically set forth in this Section or elsewhere in this Agreement, neither Developer, the District nor the District's customers shall be responsible for payment of any fees or costs in connection with the water and wastewater services provided by City, whether imposed by the City or a third party, specifically including but not limited to any tap fees, connection fees, usage fees or deposits provided for in the City's governing ordinances or rate order or otherwise chargeable by City to its in-City customers. The District shall bill and collect from the customers within the District and shall be entitled to retain all revenues in excess of those to be paid to City as compensation pursuant to this Agreement. Nothing in this Agreement shall be construed to limit the

rights of District to charge its customers in such additional amounts or at such different rates as the District deems appropriate.

Section 10.05 Billing and Water Loss.

(a) The District shall be responsible for reading the water meters for each individual connection within the District which is receiving water supply and/or wastewater treatment services from the City. Such meter readings shall take place on or about the same day of each month, with the date to be agreed upon by the City and District (the "Meter Read Date"). Payment to the City of the amount calculated pursuant to Section 10.04, as well as supporting detail for that amount, shall be provided by the District to the City within thirty (30) days from the Meter Read Date. The Parties acknowledge and agree, in accordance with their previous agreements, that the Master Meter installed per the City's request and referenced in Section 3.04(e) shall not be used for billing purposes under this Agreement, except as specifically provided in this Section.

(b) Upon receiving the supporting details described above, the City shall calculate the District's "Calculated Water Loss" and "Calculated Water Loss Percentage" for a given time period as follows:

$$\begin{array}{rcl} \text{Calculated} & & \text{(total gallons of water} \\ \text{Water Loss} & & \text{registered at the} \\ & & \text{Master Meter)} \end{array} - \begin{array}{r} \text{(total gallons of water used} \\ \text{by District customers, as} \\ \text{provided by the District)} \end{array}$$

$$\begin{array}{r} \text{Calculated} \\ \text{Water Loss} = \\ \text{Percentage} \end{array} = \frac{\text{Calculated Water Loss}}{\text{(total gallons of water registered at the Master Meter)}}$$

Example: If the District submits a total customer usage of 395,000 gallons for a given month, and the Master Meter registers 500,000 gallons of water flow for the same time period, then:

$$\text{Calculated Water Loss} = (500,000) - (395,000) = 105,000 \text{ gallons}$$

$$\begin{array}{l} \text{Calculated Water Loss} = 105,000 / 500,000 = 21\% \\ \text{Percentage} \end{array}$$

(c) The Parties acknowledge and agree that a certain amount of water loss is expected in the normal course of District operations and shall be permitted without penalty (the "Permitted Water Loss"). Further, the Parties acknowledge and agree that such Permitted Water Loss will constitute a greater percentage of the total water provided to the District (the "Permitted Water Loss Percentage") early in the development of the District, but should decrease over time. Accordingly, but subject to the provisions of Section 3.04 (i) concerning Emergency Interconnects, the Permitted Water Loss and Permitted Water Loss Percentage shall be calculated as follows for any Meter Read Date occurring within the given time periods:

Permitted Water = (Permitted Water Loss Percentage) x (total
Loss gallons of water registered at the Master Meter)

Permitted Water =	For the period June 21, 2022 – June 20, 2024	20%
Loss Percentage	(First 24 months) =	
	For the period June 21, 2024 – June 20, 2027	15%
	(Next 36 months) =	
	For any period on or after June 21, 2027	10%
	(After 60 months) =	

Example 1: Using the example above, if such usage occurred in August of **2022**, then:

Permitted Water = 20%
Loss Percentage

Permitted Water = (20%) x (500,000) = 100,000 gallons
Loss

Example 2: Using the example above, if such usage occurred in August of **2028**, then:

Permitted Water = 10%
Loss Percentage

Permitted Water = (10%) x (500,000) = 50,000 gallons
Loss

(d) Excess Water Loss for a given time period will be equal to the Calculated Water Loss minus the Permitted Water Loss. The City may charge the District the NFBWA Fee for every 1,000 gallons of Excess Water Loss (the "Excess Water Loss Fee").

Example 1: Using the example above, if such usage occurred in August of **2022**, then:

Calculated Water Loss = 105,000 gallons

Permitted Water Loss = 100,000 gallons

Excess Water Loss Fee = 5 x (NFBWA Fee)

Example 2: Using the example above, if such usage occurred in August of **2028**, then:

Calculated Water Loss = 105,000 gallons

Permitted Water Loss = 50,000 gallons

Excess Water Loss Fee = 55 x (NFBWA Fee)

(e) The Parties acknowledge that the City will own and operate the water trunk line located along FM 1093, as described in Section 3.04 (the "City Water Line"), which City Water Line is located on the District's side of the Master Meter. Accordingly, for any time period during which there is a leak in the City Water Line, the District shall not be responsible for any Excess Water Loss, and shall not be charged any Excess Water Loss Fee related thereto. Similarly, to the extent water passing through the Master Meter is utilized (i) by the District for flushing or any other purpose as required by the City, or (ii) by any non-District customers or non-District facilities (other than the City Water Line), whether due to an Emergency Interconnect referred to in Section 3.04(i) above or otherwise, such water shall not be included in the calculation of District's Calculated Water Loss or the Excess Water Loss Fee. Upon written request by the District, the City will provide the District backup documentation substantiating the calculation of the Excess Water Fee, or perform a calibration of the Master Meter. If the District disputes the Excess Water Loss Fee for a given billing period, the District shall notify the City in writing of such dispute, and may withhold disputed amounts from payment until such dispute is resolved. The Parties agree to use good faith efforts to resolve any such dispute.

Section 10.06 Bond Application Reports to TCEQ: Capacity Allocation Letters. City acknowledges that the District will, from time to time, seek approval of the TCEQ to issue bonds and may require information concerning the City's water and wastewater facilities (including those facilities constructed pursuant to this Article X) as part of its submissions. City agrees to provide all reasonable assistance in making documents and information available to the District for preparation of bond application reports to the TCEQ regarding approval and issuance of said bonds. Furthermore, City agrees to provide to the District periodically and upon request, whether in connection with a bond application report or otherwise, a capacity allocation letter which reflects the amount of water supply capacity and wastewater treatment capacity currently allocated to the District within the City's system as of the date of such letter. City agrees to provide such letter within thirty (30) days of its receipt of a written request for same by Developer and/or District.

Section 10.07 Minimum Water Quality and Water Supply Capacity Provided by City. The potable water provided by City pursuant to this Agreement shall at all times meet all federal and State of Texas Standards for consumption by humans, whether groundwater or surface water. On or before the date that the number of ESFC's being served within the Property reaches 250, the City shall provide the District with a secondary source of water supply, to the extent required, sufficient to meet the requirements of 30. T.A.C. Section 290.45(b)(1)(D), as amended, or any successor provision. City acknowledges and agrees that, solely for purposes of compliance with 30 T.A.C. Section 290.45(f), the maximum authorized daily purchase rate for water supply under this Agreement plus the actual production capacity of City's facilities complies with said rule and will comply with any future amendments to said rule. City shall ensure a minimum pressure of 55 psi at all Points of Connection to the water distribution system. City shall also ensure a flow of 1,500 gpm for fire flow protection with minimum system pressure of 20 psi.

Section 10.08 Failure by City to Provide Services. In the event City fails to provide the District with the requested water supply and/or wastewater treatment capacity (as applicable) in accordance with the terms of this Article X, then, notwithstanding anything otherwise contained in this Agreement, Developer and/or District may elect, in their sole discretion, to contract with any third parties (public or private) for the provision of water supply services and/or wastewater treatment services to serve the Property. Alternatively, the Developer and/or District may elect, in their sole

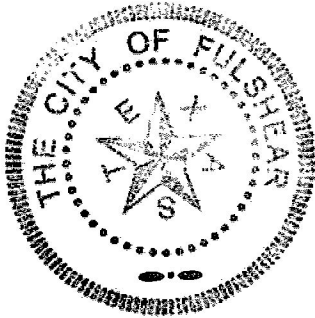
discretion, to construct water supply and/or wastewater treatment facilities (as applicable) sufficient to serve the Property.

Section 10.09 Notices of Default. In any action brought to enforce the terms of this Article X, the notice provisions of Article VII shall apply and references therein to "Developer" shall be read to include the District, as applicable.

Section 10.10 Title to, Possession and Control of Water and Wastewater. Title to, possession and control of the water supplied by City pursuant to this Agreement shall remain in the City up to the Points of Connection to the water distribution system, at which point title to, possession and control of such water shall pass from the City to District. Title to, possession and control of wastewater collected by City pursuant to this Agreement shall remain in the District up to the Points of Connection to the wastewater collection system, at which point title to, possession and control of such wastewater shall pass from the District to City.

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.



CITY OF FULSHEAR, TEXAS

By:

Aaron Croft, Mayor

Date:

6-21-2022

ATTEST:

By:

Kimberly Kopecky, City Secretary

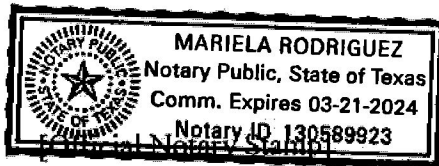
Date:

6-21-2022



THE STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on June 21st, 2022, by Aaron Croft, Mayor of the City of Fulshear, Texas.

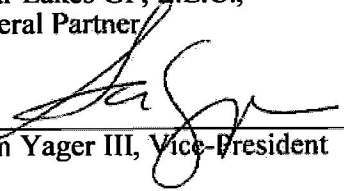


Mariela Rodriguez

Notary Public, State of Texas

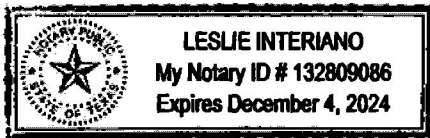
FULSHEAR LAKES, LTD.,
a Texas limited partnership

By: Fulshear Lakes GP, L.L.C.,
Its General Partner

By: 
Sam Yager III, Vice-President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this 7TH day of JULY, 2022, by Sam Yager, III, Vice-President of Fulshear Lakes GP, L.L.C., a Texas limited liability company and general partner of Fulshear Lakes, Ltd., a Texas limited partnership, on behalf of said entities.





Notary Public, State of Texas

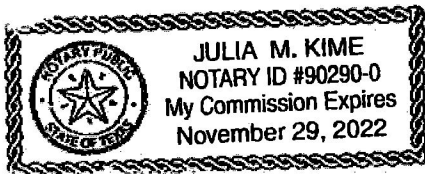
[Official Notary Stamp]

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 216

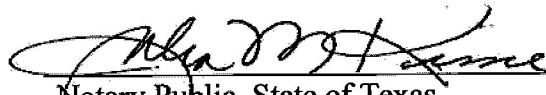
By: 
Phillip S. Froehlich
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this 17th day of June, 2022, by Phillip S. Froehlich, President of the Board of Directors of Fort Bend County Municipal Utility District No. 216, a political subdivision of the State of Texas, on behalf of said political subdivision.



[Official Notary Stamp]


Notary Public, State of Texas

Exhibits:

A	554.600-Acre Tract (the Property)
B	4.252-Acre Tract (Annexation Tract No. 1)
C	46.365-Acre Tract (Annexation Tract No. 2)
D	Comprehensive Plan
E	Development Ordinance
F	Service Unit Equivalent Table
G	General Plan
H	Points of Connection for Water and Wastewater
I	Major Thoroughfare Plan
J	22.913-Acre Tract (the Non-ETJ Tract)
K	71.662-Acre Tract (Future Annexation Tract)
L	Cost Summary – Credit Calculation
M	Approved Variances
N	Signage Hierarchy and General Design Elements

EXHIBIT A1

July 15, 2021
Job No. LJAS001-2379-0001

DESCRIPTION OF 554.600 ACRES FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216

Being 554.600 acres of land located in the John Randon League, Abstract Number 76, Fort Bend County, Texas, being all of that certain called 411.052 acre tract conveyed to Fulshear Lakes, Ltd. by instrument of record under File Number 2014007854 of the Official Public Records of Real Property of said Fort Bend County (F.B.C.O.P.R.R.P.), being all of that certain called 70.1425 acre tract, designated Tract I, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., being all of that certain called 14.313 acre tract, designated Tract II, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., being all of that certain called 4.7320 acre tract, designated Lot 1 of the Cornelius Randon Estate as recorded in Volume 179, Page 128-A of the Deed Records of said Fort Bend County, Texas (F.B.C.D.R.), being the same land, designated Tract III, as conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., being all of that certain called 4.000 acre tract, conveyed to Fulshear Lakes, Ltd. by instrument of record under File Number 2014007852, F.B.C.O.P.R.R.P., being all of that certain called 1.095 acre tract conveyed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2017129226, F.B.C.O.P.R.R.P., being all of that certain called 3.157 acre tract conveyed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2017129223, F.B.C.O.P.R.R.P., said 1.095 and 3.157 acre tract being out of Lot 8 of said Cornelius Randon Estate, being all of that certain called 20.838 acre tract described as "Tract 1" in the deed to Fulshear Lakes LTD. by an instrument of record in File Number 2021116955, F.B.C.O.P.R.R.P., and all of that certain called 25.527 acre tract described as "Tract 2" in the deed to Fulshear Lakes LTD. by an instrument of record in File Number 2021116616, F.B.C.O.P.R.R.P., said 554.600 acres being more particularly described by metes and bounds as follows (all bearings referenced to Texas Coordinate System, South Central Zone, Grid North, NAD83 (NA2011) Epoch 2010.00:

BEGINNING at the common north corner of said 411.052 acre tract and that certain called 58.96 acre tract conveyed to Nigel Stewart Patterson, et ux by an instrument of record under File Number 2009110810, F.B.C.O.P.R.R.P., being on the line common to the north line of said John Randon League and the south line of the I. H. Charles League, Abstract Number 17 of said Fort Bend County, and being within existing Rogers Road (width varies), from which a found 5/8-inch iron rod (bent) bears North 09° 56' 38" West, 0.52 feet and also from which the common easterly corner of said John Randon League and the George Roberts League, Abstract Number 432 of said Fort Bend County bears North 87° 41' 03" East, 3,932.37 feet;

Thence, with the easterly line of said 411.052 acre tract, the following five (5) courses:

1. South 02° 02' 39" East, with the westerly line of said 58.96 acre tract, passing at 30.69 feet a found 1/2-inch iron pipe, and continuing for a total distance of 1,104.86 feet to a 1/2-inch iron pipe found for corner;
2. South 02° 21' 32" East, continuing with the westerly line of said 58.96 acre tract, 1,232.04 feet to a 3/4-inch iron pipe found for corner;
3. South 01° 43' 27" East, continuing with the westerly line of said 58.96 acre tract, 1,133.03 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 58.96 acre tract;
4. North 87° 47' 51" East, with the southerly line of said 58.96 acre tract, passing at 296.51 feet a found 1" iron pipe, and continuing for a total distance of 1,004.52 feet to a 1/2-inch iron pipe found on the westerly line of that certain called 241.258 acre tract conveyed to Rogers Road Investors, LP by an instrument of record under File Number 2009066602, F.B.C.O.P.R.R.P.;

5. South $02^{\circ} 18' 57''$ East, with the westerly line of said 241.258 acre tract, passing at 2,894.68 feet the approximate centerline of Fulshear Creek, same being the common westerly corner of said 241.258 acre tract and that certain called 58.139 acre tract conveyed to K. R. Arnold, et ux, by an instrument of record under File Number 1999008859, F.B.C.O.P.R.R.P., and continuing with the westerly line of said 58.139 acre tract, for a total distance of 4,646.53 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southeast corner of said 411.052 acre tract, being on the northerly line of that certain called 100-foot wide tract conveyed to Metropolitan Transit Authority of Harris County by an instrument of record under Volume 2478, Page 1664, F.B.C.D.R.;

Thence, South $81^{\circ} 25' 02''$ West, with the line common to the south line of said 411.052 acre tract and the north line of said 100-foot wide tract, passing at 1,532.69 feet a 1/2-inch iron pipe found for the common south corner of said 411.052 acre tract and the aforementioned 70.1425 acre tract, and continuing along the line common to the south line of said 70.1425 acre tract and the north line of said 100-foot wide tract, passing at 3,010.59 feet a 1/2-inch iron pipe found for the southwest corner of said 70.1425 acre tract, common to the southeast corner of the aforementioned 1.095 acre tract and Lot 8 of the aforementioned Cornelius Randon Estate, continuing along the south line of said 1.095 acre tract and said Lot 8, common to the north line of said 100-foot wide tract for a total distance of 3,484.44 feet to a 1/2-inch iron rod found for the common south corner of said 1.095 acre tract and that certain tract of land conveyed to Gloria Banks Simmons, et al by an instrument of record under File Number 2004090412, F.B.C.O.P.R.R.P.;

Thence, North $01^{\circ} 03' 45''$ West, with the line common to the west line of said 1.095 acre tract and the aforementioned 3.157 acre tract and the east line of said Simmons tract, 409.65 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the common north corner of said 3.157 acre tract and said Simmons tract, in the south line of Lot 2 of said Cornelius Randon Estate;

Thence, North $87^{\circ} 29' 09''$ East, along the north line of said 3.157 acre tract, common to the south line of said Lot 2, 59.22 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously found for the southwest corner of said 4.7320 acre tract conveyed to Fulshear Lakes, Ltd.;

Thence, North 02° 13' 49" West, along the west line of said 4.7320 acre tract conveyed to Fulshear Lakes, Ltd., 444.84 feet to a 1/2-inch iron pipe found for the northwest corner of said 4.7320 acre tract, also being on a south line of the aforementioned 14.313 acre tract;

Thence, South 87° 15' 05" West, with said south line, 522.20 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, South 02° 11' 04" East, continuing along a south line of said 14.313 acre tract, common to the west line of said Lot 2, 442.70 feet to a 1-inch iron pipe found for corner;

Thence, South 87° 05' 11" West, along a south line of said 14.313 acre tract, 507.27 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, North 02° 29' 17" West, along the east line of Lot 4 of the aforementioned Cornelius Randon Estate, 445.89 feet to point for corner, from which a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" bears South 76° 14' 39" East, 0.23 feet;

Thence, South 87° 26' 47" West, along a south line of said 14.313 acre tract, passing at 486.91 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" and continuing for a total distance of 512.83 feet to a PK-Nail found for corner within existing Pool Hill Road (width unknown);

Thence, North 02° 33' 10" West, with the most westerly line of said 14.313 acre tract and within said existing Pool Hill Road, 196.30 feet to a PK-Nail found for the common west corner of said 14.313 acre tract and that certain called 5.155 acre tract conveyed to Royal Parrot Farm, LLC by an instrument of record under File Number 2010000252, F.B.C.O.P.R.R.P.;

Thence, North 87° 25' 18" East, with the common line to said 14.313 acre tract and said 5.155 acre tract, passing at 22.96 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085", and continuing for a total distance of 1,143.40 feet to the common south corner of aforementioned 4.000 acre tract conveyed to Fulshear Lakes, Ltd. and said 5.155 acre tract, from which a found 1/2-inch iron rod with cap (illegible) bears North 15° 28' 18" West, 0.92 feet;

Thence, North 02° 34' 42" West, departing the north line of said 14.313 acre tract and along the line common to said 4.000 acre tract and said 5.155 acre tract, 196.40 feet to the common north corner of said 4.000 acre tract and said 5.155 acre tract and also being on the south line of that certain called 9.15 acre tract conveyed to Eula Mac Taplin, et al, by an instrument of record under Volume 2259, Page 1936, F.B.C.D.R., from which a found 1/2-inch iron rod with cap stamped "Precision Surveying" bears South 46° 34' 34" West, 0.26 feet;

Thence North 87° 25' 18" East, along the line common to said 4.000 acre tract and said called 9.15 acre tract, 887.17 feet, to 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner on the westerly line of aforementioned 70.1425 acre tract;

Thence North 03° 16' 16" East, with the line common to said 9.15 acre tract and said 70.1425 acre tract, 197.17 feet to a 1-inch iron pipe in concrete found for the common east corner of said 9.15 acre tract and that certain called 18.87 acre tract, designated Tract I, conveyed to Robert Fendley, by instrument of record under Volume 1415, Page 037, F.B.C.D.R.;

Thence, North 01° 17' 54" West, with the westerly line of said 70.1425 acre, 565.92 feet to a 1-inch iron pipe found for corner;

Thence, North 00° 49' 19" West, continuing along the westerly line of said 70.1425 acre tract, 196.67 feet to a point for corner on the approximate centerline of Fulshear Creek and being the line common to the north line of 70.1425 acre tract and a southwesterly line of the aforementioned 411.052 acre tract;

Thence, along the westerly line of said 411.052 acre tract and along the meanders of said Fulshear Creek, the following five (5) courses:

1. South 85° 09' 23" West, 488.60 feet to a point for corner;
2. North 74° 47' 41" West, 354.56 feet to a point for corner;
3. North 18° 11' 05" West, 260.16 feet to a point for corner;
4. North 09° 17' 09" East, 391.53 feet to a point for corner;

5. North 00° 34' 16" West, 47.82 feet to a point for corner on the south line of that certain called 71.56 acre tract conveyed to Lavetta Lazzara by an instrument of record under Volume 2320, Page 1231, F.B.C.D.R., and an undivided fifty (50) percent interest conveyed to Lavetta Lazzara, Trustee by an instrument of record under Volume 2479, Page 591, F.B.C.D.R.;

Thence, North 87° 05' 26" East, with the common line of said 411.052 acre tract and said 71.56 acre tract, passing at 76.49 feet a found 1/2-iron pipe and continuing for a total distance of 817.56 feet to a 1/2-inch iron pipe found for corner;

Thence, North 01° 49' 07" West, with the line common to said 411.052 acre tract and said 71.56 acre tract, 2,373.01 feet to a PK-Nail in asphalt previously set for the northeast corner of said 71.56 acre tract;

Thence, North 01° 47' 54" West, with the westerly line of said 411.052 acre tract, 2,073.64 feet to a gun barrel found for the common easterly corner of that certain called 5.432 acre tract conveyed to Emma Jean Smith by an instrument of record under Volume 2707, Page 2128, F.B.C.D.R. and the aforesaid 25.527 acre tract;

Thence, South 88° 26' 40" West, departing said west lines, along the south line of said 25.527 acre tract, common to the north line of said 5.432 acre Smith tract, 951.64 feet to a 5/8-inch iron rod with cap stamped "TEAM 2814912525" found for a south corner of said 25.527 acre tract, common to a north corner of said 5.432 acre Smith tract;

Thence, South 89° 24' 00" West, continuing along said common line, 115.09 feet to a 3/4-inch iron pipe found for a south corner of said 25.527 acre tract, common to the northwest corner of said 5.432 acre Smith tract and the northeast corner of that certain called 5.432 acre tract described in the deed to Eddie Mae Washington by an instrument of record in File Number 9469938, F.B.C.O.P.R.;

Thence, South 89° 20' 11" West, continuing along a south line of said 25.527 acre tract, common to the north line of said 5.432 acre Washington tract, at 110.36 feet pass a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the common south corner of said 25.527 acre tract and the aforementioned 20.838 acre tract, continuing along said north line, common to the south line of said 20.838 acre tract for a total distance of 964.54 feet to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for the southwest corner of said 20.838 acre tract, common to the intersection of the north line of said 5.432 acre Washington tract with the east right-of-way line of Pool Hill Road (width varies), approved by County Commissioners Court on April 28, 1986;

Thence, North 03° 16' 19" West, departing said north line and along the west line of said 20.838 acre tract, common to said east right-of-way line, 1,024.70 feet to a 2-inch iron pipe found for the northwest corner of said 20.838 acre tract, common to the intersection of the east right-of-way line said Pool Hill Road and the south right-of-way line of Rogers Road (width varies), approved by County Commissioners Court on April 28, 1986;

Thence, North 88° 52' 07" East, along a north line of said 20.838 acre tract, common to said south right-of-way line, at 912.78 feet pass a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the common north corner of said 20.838 acre tract and the aforementioned 25.527 acre tract, continuing along said south right-of-way line, common to the north line of said 25.527 acre tract for a total distance of 1,055.93 feet to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for a north corner of said 25.527 acre tract, common to the northwest corner of that certain called 1 acre tract of land conveyed to Zion Chapel by an instrument of record in Volume 64, Page 251, F.B.C.D.R.;

Thence, South 02° 23' 26" West, departing said south right-of-way line, along a northerly interior line of said 25.527 acre tract, common to the west line of said 1 acre tract, 144.22 feet to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for a northerly interior corner of said 25.527 acre tract, common to the southwest corner of said 1 acre tract;

Thence, North 86° 51' 12" East, along a northerly interior line of said 25.527 acre tract, common to the south line of said 1 acre tract, 279.55 feet to a 1/2-inch iron rod (bent) found for a northerly interior corner of said 25.527 acre tract, common to the southeast corner of said 1 acre tract;

Thence, North 02° 56' 49" West, along a northerly interior line of said 25.527 acre tract, common to the east line of said 1 acre tract, 134.18 feet to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for a north corner of said 25.527 acre tract, common to the northeast corner of said 1 acre tract, in the south right-of-way line of the aforementioned Rogers Road;

Thence, North 88° 01' 40" East, along a north line of said 25.527 acre tract, common to said south right-of-way line, 440.56 feet to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for a corner of said 25.527 acre tract, common to the northwest corner of that certain called 1.5 acre tract conveyed to Mahaley Raymond by an instrument of record in Volume 71, Page 259, F.B.C.D.R., from which a found 1.25-inch vertical iron pipe bears North 69° 43' 04" East, 0.26 feet;

Thence, South 09° 57' 19" East, departing said south right-of-way line along a northeasterly line of said 25.527 acre, common to the west line of said 1.5 acre tract, 182.38 feet to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for a northeasterly interior corner of said 25.527 acre tract, common to the southwest corner of said 1.5 acre tract;

Thence, South 89° 24' 35" East, along a northeasterly line of said 25.527 acre tract, common to the south line of said 1.5 acre tract, 275.73 feet to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for a corner of said 25.527 acre tract, common to the southeast corner of said 1.5 acre tract, in the west line of Love Road (called 30-feet wide), approved by County Commissioners Court on April 28, 1986, same being the west line of that certain called 411.052 acre tract conveyed to Fulshear Lakes, Ltd. by an instrument of record in File Number 2014007854 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.);

Thence, North 01° 20' 51" West, with the westerly line of said 411.052 acre tract, 226.27 feet to point for corner on the northerly line of the aforementioned John Randon League and the southerly line of the J. San Pierre Survey, Abstract Number 81, of said Fort Bend County and the northwest corner of said 411.052 acre tract, and being within the aforementioned Rogers Road, from which a found 5/8-inch iron rod (bent) bears South 77° 51' 34" East, 0.29 feet;

554.600 Acres

July 15, 2021
Job No. LJA001-2379-0001

Thence, North 87° 41' 03" East, with the northerly line of said 411.52 acre tract, said John Randon League, and the southerly line of said J. San Pierre Survey and the aforementioned I. H. Charles League, 1,829.92 feet to the POINT OF BEGINNING and containing 554.600 acres of land.

"This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"



AUG 7/15/21

LJA Surveying, Inc.

NOTES:

1. This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary.
2. All bearings referenced to the Texas Coordinate System, South Central Zone, Grid North, NAD 83 (NA2011) Epoch 2010.00.



Scale: 1" = 400'

LINE TABLE		
1	100° 00' 00" E	100.00
2	100° 00' 00" E	100.00
3	100° 00' 00" E	100.00
4	100° 00' 00" E	100.00
5	100° 00' 00" E	100.00
6	100° 00' 00" E	100.00
7	100° 00' 00" E	100.00
8	100° 00' 00" E	100.00
9	100° 00' 00" E	100.00
10	100° 00' 00" E	100.00
11	100° 00' 00" E	100.00
12	100° 00' 00" E	100.00
13	100° 00' 00" E	100.00
14	100° 00' 00" E	100.00
15	100° 00' 00" E	100.00
16	100° 00' 00" E	100.00
17	100° 00' 00" E	100.00
18	100° 00' 00" E	100.00
19	100° 00' 00" E	100.00
20	100° 00' 00" E	100.00
21	100° 00' 00" E	100.00
22	100° 00' 00" E	100.00
23	100° 00' 00" E	100.00
24	100° 00' 00" E	100.00
25	100° 00' 00" E	100.00
26	100° 00' 00" E	100.00
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29	100° 00' 00" E	100.00
30	100° 00' 00" E	100.00

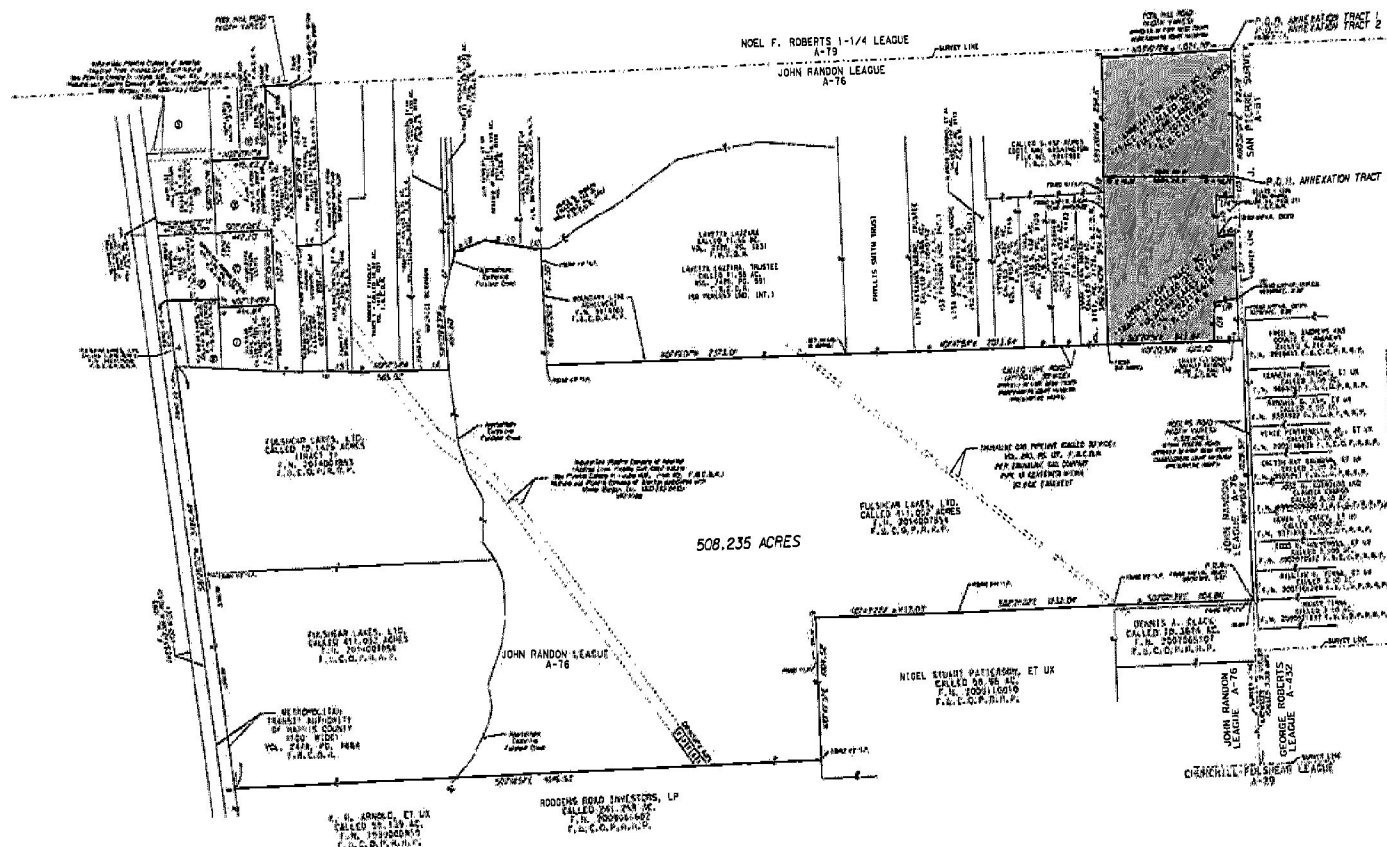


Exhibit A2

ANNEXATION MAP OF
FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 216
554.600 ACRES
IN THE
JOHN RANDON LEAGUE, ABSTRACT 76
FORT BEND COUNTY, TEXAS
JULY 2021 JOB NO. 2379-001

AREA SUMMARY	
ORIGINAL FBMUD 216	508,235 ACRES
ANNEXATION TRACT 1	20,838 ACRES
ANNEXATION TRACT 2	25,527 ACRES
TOTAL	554,600 ACRES

LEGEND	
FORT BEND COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY	F.B.C.O.P.R.P.
FORT BEND COUNTY OFFICIAL PUBLIC RECORDS	F.B.C.O.P.R.
PROSTATE RECORD NUMBER	P.R. NO.
FORT BEND COUNTY DEED RECORDS	F.B.C.D.R.
FORT BEND COUNTY PRIVATE RECORDS	F.B.C.P.R.
PREVIOUSLY SET 5/8" I.P.	NO
W/CAIP STAMPED "LUA END FOUND 1/2" I.P. W/CAIP	NO
"KALMONEY SURVEYING"	NO

LJA Surveying, Inc.

3800 W Sam Houston Parkway S
Suite 175
Houston, Texas 77062



Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194352

Contact: Aaron Ferguson, RPLS aar@ljasurveying.com

EXHIBIT B1

Revised: November 6, 2017
October 30, 2017
Job No. 2493-0110

DESCRIPTION OF 3.157 ACRES (137,505 SQUARE FEET) FORT BEND COUNTY, TEXAS

Being 3.157 acres (137,505 square feet) of land located in the John Randon League, Abstract Number 76, Fort Bend County, Texas, more particularly being a portion of that certain tract conveyed to Walter Kelly, et al by an instrument of record under File Number 2012140197 in the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), also being a portion of Lot 8 of the Cornelius Randon Estate, a subdivision of record in Volume 179, Page 128-A in the Deed Records of Fort Bend County, Texas (F.B.C.D.R.), said 3.157 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to Texas Coordinate System, South Central Zone, Grid North, NAD83 (NA2011) Epoch 2010.00;

COMMENCING for reference at a 1/2-inch iron pipe found for the common south corner of said Kelly tract and Rustic Oaks Subdivision, a plat of record in Volume 14, Page 13 of the Plat Records of Fort Bend County, Texas (F.B.C.P.R.) (Slide Number 185B, F.B.C.P.R.), and being on the northerly line of that certain called 100-foot wide tract conveyed to Metropolitan Transit Authority of Harris County by an instrument of record in Volume 2478, Page 1664, F.B.C.D.R.,

Thence, North 02° 37' 49" East, with the common line of said Kelly tract and said Rustic Oaks Subdivision, 101.95 feet to the POINT OF BEGINNING of the herein described tract;

Thence, South 81° 25' 02" West, departing said common line, 480.48 feet to a point in the common line of said Kelly tract and that certain called 5.32 acre tract (Simmons tract) conveyed to Gloria Banks Simmons, et al by an instrument of record under File Number 2004090412, F.B.C.O.P.R.;

Thence, North 01° 03' 45" West, with the common line of said Kelly and Simmons tracts, 308.78 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner, being on the south line of the Henrietta Anderson Estate (No recording information found);

3.1567 Acres

Revised: November 6, 2017
October 30, 2017
Job No. 2493-0101

Thence, North 87° 29' 36" East, with a line common to said Kelly tract and said Henrietta Anderson Estate, 59.22 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner, being the southwest corner of that certain called 4.7320 acre tract (Designated Tract III) conveyed to Fulshear Lakes, LTD. by an instrument of record under File Number 2014007853, F.B.C.O.P.R.;

Thence, North 87° 17' 09" East, with a line common to said Kelly tract and said Tract III, 434.10 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set on the aforementioned west line of Rustic Oaks Subdivision;

Thence, South 02° 37' 49" West, with a line common to said Kelly tract and said Rustic Oaks Subdivision, 260.44 feet to the POINT OF BEGINNING and containing 3.157 acres (137,505 square feet) of land.

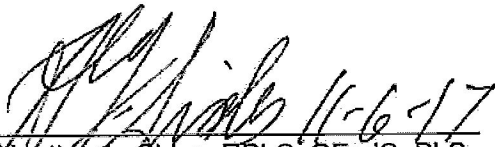

Heather L. Sides, RPLS, CFedS, PLS
Registered Professional Land Surveyor
Texas Registration No. 5997



Exhibit B2

Revised: November 6, 2017
October 30, 2017
Job No. 2493-0110

DESCRIPTION OF
1.095 ACRES
(47,700 SQUARE FEET)
FORT BEND COUNTY, TEXAS

Being 1.095 acres (47,700 square feet) of land located in the John Randon League, Abstract Number 76, Fort Bend County, Texas, more particularly being a portion of that certain tract conveyed to Walter Kelly, et al by an instrument of record under File Number 2012140197 in the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), also being a portion of Lot 8 of the Cornelius Randon Estate, a subdivision of record in Volume 179, Page 128-A in the Deed Records of Fort Bend County, Texas (F.B.C.D.R.), said 1.095 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to Texas Coordinate System, South Central Zone, Grid North, NAD83 (NA2011) Epoch 2010.00;

BEGINNING at a 1/2-inch iron pipe found for the common south corner of said Kelly tract and Rustic Oaks Subdivision, a plat of record in Volume 14, Page 13 of the Plat Records of Fort Bend County, Texas (F.B.C.P.R.) (Slide Number 185B, F.B.C.P.R.), and being on the northerly line of that certain called 100-foot wide tract conveyed to Metropolitan Transit Authority of Harris County by an instrument of record in Volume 2478, Page 1664, F.B.C.D.R.,

Thence, South 81° 25' 02" West, with a line common to said Kelly tract and said Metropolitan Transit Authority tract, 473.86 feet to a 1/2-inch iron rod found for the common south corner of said Kelly tract and that certain called 5.32 acre tract (Simmons tract) conveyed to Gloria Banks Simmons, et al by an instrument of record under File Number 2004090412, F.B.C.O.P.R.;

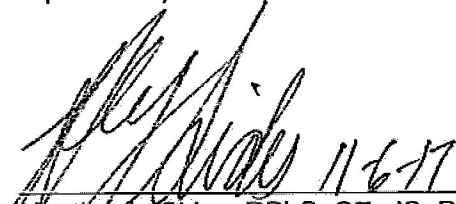
Thence, North 01° 03' 45" West, with the common line of said Kelly and Simmons tracts, 100.87 feet to a point for corner;

Thence, North 81° 25' 02" East, departing said common line, 480.48 feet to a point for corner in the common line of said Kelly tract and the aforementioned west line of Rustic Oaks Subdivision;

1.0954 Acres

Revised: November 6, 2017
October 30, 2017
Job No. 2493-0101

Thence, South 02° 37' 49" West, with the common line of said Kelly tract and said Rustic Oaks Subdivision, 101.95 feet to the POINT OF BEGINNING and containing 1.095 acres (47,700 square feet) of land.


Heather L. Sides, RPLS, CFedS, PLS
Registered Professional Land Surveyor
Texas Registration No. 5997



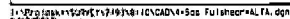


EXHIBIT C1

January 29, 2021
Job No. LJAS001-2493-0118

DESCRIPTION OF 46.365 ACRES FORT BEND COUNTY, TEXAS

Being 46.365 acres of land located in the John Randon League, Abstract Number 76, Fort Bend County, Texas, more particularly being all of that certain called 46.33 acre tract granted to Jerry Kenneth Kelly, Jr., Frances Peckham Kelly, and Randall M. Kelly, in the Last Will and Testament of Frances Mary Peckham Kelly under Case Number 08-CPR-020916 in the Probate Records of said Fort Bend County, Texas, further described in the deed to Jerry Kelly and wife, Frances Peckham Kelly by an instrument of record in Volume 433, Page 87 of the Deed Records of said Fort Bend County, Texas (F.B.C.D.R.), said 46.365 acres being more particularly described by metes and bounds as follows, (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment):

Beginning at a 2-inch iron pipe found for the northwest corner of said 46.33 acre tract, common to the intersection of the east right-of-way line of Pool Hill Road (width varies), approved by County Commissioners Court on April 28, 1986 and the south right-of-way line of Rogers Road (width varies), approved by County Commissioners Court on April 28, 1986;

Thence, North 88° 52' 07" East (called South 89° 50' 50" East), along a north line of said 46.33 acre tract, common to said south right-of-way line 1,055.93 feet (called 1,055.93 feet) to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for a north corner of said 46.33 acre tract, common to the northwest corner of that certain called 1 acre tract of land described in the deed to Zion Chapel by an instrument of record in Volume 64, Page 251, F.B.C.D.R.;

Thence, South 02° 23' 26" West (called South 03° 16' 50" West), departing said south right-of-way line, along a northerly interior line of said 46.33 acre tract, common to the west line of said 1 acre tract, 144.22 feet (called 143.93 feet) to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for a northerly interior corner of said 46.33 acre tract, common to the southwest corner of said 1 acre tract;

Thence, North 86° 51' 12" East (called North 88° 15' 10" East), along a northerly interior line of said 46.33 acre tract, common to the south line of said 1 acre tract, 279.55 feet (called

46.365 Acres

January 29, 2021
Job No. LJAS001-2493-0118

278.95 feet) to a 1/2-inch iron rod (bent) found for a northerly interior corner of said 46.33 acre tract, common to the southeast corner of said 1 acre tract;

Thence, North 02° 56' 49" West (called North 01° 50' 30" West), along a northerly interior line of said 46.33 acre tract, common to the east line of said 1 acre tract, 134.18 feet (called 134.18 feet) to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for a north corner of said 46.33 acre tract, common to the northeast corner of said 1 acre tract, in the south right-of-way line of the aforementioned Rogers Road;

Thence, North 88° 01' 40" East (called North 89° 24' 40" East), along a north line of said 46.33 acre tract, common to said south right-of-way line, 440.56 feet (called 440.56 feet) to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for the most northerly northeast corner of said 46.33 acre tract, common to the northwest corner of that certain called 1.5 acre tract described in the deed to Mahaley Raymond by an instrument of record in Volume 71, Page 259, F.B.C.D.R., from which a found 1.25-inch vertical iron pipe bears North 69° 43' 04" East, 0.26 feet;

Thence, South 09° 57' 19" East (called South 08° 48' 30" East), departing said south right-of-way line along a northeasterly line of said 46.33 acre, common to the west line of said 1.5 acre tract, 182.38 feet (called 182.38 feet) to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for a northeasterly interior corner of said 46.33 acre tract, common to the southwest corner of said 1.5 acre tract;

Thence, South 89° 24' 35" East (called South 88° 31' 00" East), along a northeasterly line of said 46.33 acre tract, common to the south line of said 1.5 acre tract, 275.73 feet (called 275.79 feet) to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for the most easterly northeast corner of said 46.33 acre tract, common to the southeast corner of said 1.5 acre tract, in the west line of Love Road (called 30-feet wide), approved by County Commissioners Court on April 28, 1986, same being the west line of that certain called 411.052 acre tract described in the deed to Fulshear Lakes, Ltd. by an instrument of record in File Number 2014007854 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.);

46.365 Acres

January 29, 2021
Job No. LJAS001-2493-0118

Thence, South 01° 20' 51" East (called South 00° 07' 30" East), along the east line of said 46.33 acre tract, common to said west right-of-way line and the west line of said 411.052 acre tract, 843.84 feet (called 843.84 feet) to 3/4-inch iron pipe found for the southeast corner of said 46.33 acre tract, common to the northeast corner of that certain called 3.936 acre tract described in the deed to Price Gordon Services, LLC by an instrument of record in File Number 2018040175, F.B.C.O.P.R.;

Thence, South 88° 26' 40" West (called South 89° 39' 10" West), departing said west lines, along the south line of said 46.33 acre tract, common to the north line of said 3.936 acre tract, 951.64 feet (called 837.74 feet) to a 5/8-inch iron rod with cap stamped "TEAM 2814912525" found for a south corner of said 46.33 acre tract, common to a north corner of said 3.936 acre tract;

Thence, South 89° 24' 00" West (called North 88° 39' 45" West on the adjoiner), continuing along said common line, 115.09 feet (called 115.09 feet on the adjoiner) to a 3/4-inch iron pipe found for a south corner of said 46.33 acre tract, common to the northwest corner of said 3.936 acre tract and the northeast corner of that certain called 5.432 acre tract described in the deed to Eddie Mae Washington by an instrument of record in File Number 9469938, F.B.C.O.P.R.;

Thence, South 89° 20' 11" West (called North 89° 25' 00" West), continuing along a south line of said 46.33 acre tract, common to the north line of said 5.432 acre tract, 964.54 feet (called 1,194.14 feet) to a 1/2-inch iron pipe with cap stamped "Kalkomey Surveying" found for the southwest corner of said 46.33 acre tract, common to the intersection of the north line of said 5.432 acre tract with the east right-of-way line of the aforementioned Pool Hill Road;

Thence, North 03° 16' 19" West (called North 02° 03' 10" West), departing said north line and along the west line of said 46.33 acre tract, common to said east right-of-way line, 1,024.70 feet (called 1,024.01 feet) to the POINT OF BEGINNING and containing 46.365 acres of land.



Revised March 19, 2021
LJA Surveying, Inc.

Aufg 3/19/21
Page 3 of 3

Survey\Projects\LJAS001\2493\0118\07 Documents\46.365 Ac Fulshear Lakes Kelly Tract.docx

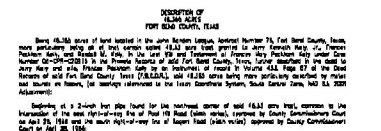
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Exhibit C2

LAND SURVEY
46.365 ACRES
IN THE
JOHN RANDON LEAGUE, A-76
FORT BEND COUNTY, TEXAS

JANUARY 2021 JOB NO. LJA5001-2493-0118


LJA Surveying, Inc. 
3690 W Sam Houston Parkway S Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.O.P.E.I.S. Firm No. 10194382

EXHIBIT D

COMPREHENSIVE PLAN

ORDINANCE NO. 2014-1135

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, APPROVING AND ADOPTING THE COMPREHENSIVE PLAN, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fulshear, Texas ("City") determined that the City's existing Comprehensive Plan Map ("Old Plan") was in need of updating; and

WHEREAS, the new Comprehensive Plan adopted under this Ordinance shall be known and cited for all purposes as the "Comprehensive Plan"; and

WHEREAS, a copy of the Comprehensive Plan is on file in the office of the City Secretary; and

WHEREAS, the Comprehensive Plan is comprised of the documents attached to this ordinance as Exhibit A and incorporated for all purposes as if fully set forth herein, including without limitation all exhibits and appendices to the Comprehensive Plan, all of which constitute an integral part of said Comprehensive Plan; and

WHEREAS, the Comprehensive Plan has—with the input of the public been drafted and reviewed by City staff, the Planning and Zoning Commission ("P&Z"), and the City Council of the City of Fulshear, Texas ("City Council"); and

WHEREAS, the required public hearing has been held, during which the public was given the opportunity to give testimony and present written evidence regarding said Comprehensive Plan, all in compliance with applicable state law; and

WHEREAS, the Comprehensive Plan has been presented to the City Council for review and adoption; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City to approve and adopt the Comprehensive Plan, said Comprehensive Plan being in furtherance of the public health, safety and welfare;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. Recitals Incorporated.

The above recitals are deemed to be the findings and determinations made by the City Council and are incorporated here as if set forth in full for all purposes.

Section 2. Adoption of Comprehensive Plan.

The City Council hereby adopts the Comprehensive Plan in its entirety, intending that said Comprehensive Plan shall amend, supersede, and replace the City's existing Comprehensive Plan Map, and any related documents adopted February 19, 2003, in Ordinance 03-893, as amended. The City Council further grants the City Administrator

full authority to correct all non-substantive clerical or typographical errors in the Comprehensive Plan, and make other necessary formatting, heading and numbering changes, provided that such corrections and changes do not change the meaning or effect of the Comprehensive Plan.

Section 3. Purpose and Application.

As set forth in more detail in the Comprehensive Plan, the Comprehensive plan shall serve as a guideline for the City's adoption of, or amendment(s) to the City's various development regulations. To the extent required by state law, zoning regulations and amendments thereto shall hereafter be adopted in accordance with the Comprehensive Plan, and any zoning regulation(s) or part thereof that may deviate in any way from or add to the Comprehensive Plan shall be deemed to automatically amend the Comprehensive Plan, whether or not reference be made to the Comprehensive Plan in the ordinance adopting or amending such zoning regulation(s). With respect to any such zoning regulation that automatically amends the Comprehensive Plan, any requirement under state law that a comprehensive plan be amended after public hearing and after review by the P&Z shall be deemed to have been satisfied by the public hearing(s) and P&Z review and recommendation procedures set forth in the City's zoning regulations, as amended, in accordance with Chapter 211 of the Texas Local Government Code, as amended. The Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.

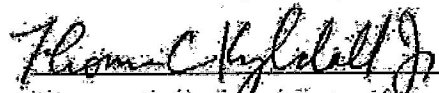
Section 4. Savings, Severability and Repealing Clauses.

All ordinances of the City in conflict with the provisions of this Ordinance are repealed to the extent of that conflict, except that this ordinance by itself shall not affect any change to any existing zoning districts, zoning classifications, or other zoning regulations or designations of current zoning. If any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof. The City declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that anyone or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

Section 5. Effective Date.

This Ordinance shall be effective upon passage.

PASSED, APPROVED, and ADOPTED on this the 6th day of May, 2014.



Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary

EXHIBIT E
DEVELOPMENT ORDINANCE

ORDINANCE NO. 2013-1091
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ORDINANCE NO. 2013- 1091

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, PROVIDING RULES AND REGULATIONS GOVERNING PLATS AND THE SUBDIVISION OF LAND WITHIN THE TERRITORIAL LIMITS OF THE CITY OF FULSHEAR, TEXAS, AND THE CITY'S EXTRATERRITORIAL JURISDICTION; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Fulshear, Texas, ("city"), is authorized by Chapter 212 of the Texas Local Government Code to promulgate rules and regulations governing plats and subdivisions of land within the territorial limits of the city and the city's extraterritorial jurisdiction; and

WHEREAS, the city council of the City of Fulshear, Texas, finds that the rules and regulations governing plats and subdivisions of land within the territorial limits of the city and the city's extraterritorial jurisdiction promotes the health, safety, and general welfare of the city; and

WHEREAS, the city council of the City of Fulshear, Texas, further finds that the rules and regulations governing plats and subdivisions of land within the territorial limits of the city and the city's extraterritorial jurisdiction promotes the safe, orderly, and healthful development of the city; and

WHEREAS, the City of Fulshear, Texas, planning commission reviewed and approved this Ordinance governing plats and the subdivisions of land; and

WHEREAS, the city council of the City of Fulshear, Texas, held a public hearing prior to the adoption of this Ordinance, in which any person desiring to comment on this Ordinance was allowed to speak and the city council considered all comments;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. The facts and recitations contained in the preamble to this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. This Ordinance shall apply to all plats and all subdivisions of land within the territorial limits of the city and the city's extraterritorial jurisdiction, except where specifically exempted herein.

Section 3. Definitions. The following words, terms, and phrases shall have the meanings set forth below for purposes of this Ordinance:

Amending Plat shall mean a plat, signed by the property owners, which corrects an error in a course or distance shown on the preceding plat; adds a course or distance that was omitted on the preceding plat; corrects an error in a real property description shown on the preceding plat; indicates monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments; to show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat; to correct any other type of scrivener or clerical error or omission previously approved by the city, including lot numbers, acreage, street names, and identification of adjacent recorded plats; to correct an error in courses and distances of lot lines between two adjacent lots if: (A) both lot owners join in the application for amending the plat, (B) neither lot is abolished, (C) the amendment does not attempt to remove recorded covenants or restrictions, and (D) the amendment does not have a material adverse

effect on the property rights of the other owners in the plat; to relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement; to relocate one or more lot lines between one or more adjacent lots if: (A) the owners of all those lots join in the application for amending the plat, (B) the amendment does not attempt to remove recorded covenants or restrictions, and (C) the amendment does not increase the number of lots; to make necessary changes to the preceding plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if: (A) the changes do not affect applicable zoning and other regulations of the municipality, (B) the changes do not attempt to amend or remove any covenants or restrictions, and (C) the area covered by the changes is located in an area that the city council has approved, after a public hearing, as a residential improvement area; or to replat one or more lots fronting on an existing street if: (A) the owners of all those lots join in the application for amending the plat, (B) the amendment does not attempt to remove recorded covenants or restrictions, (C) the amendment does not increase the number of lots, and (D) the amendment does not create or require the creation of a new street or make necessary the extension of city facilities.

Block shall mean an identified tract or parcel of land established within a subdivision surrounded by a street or a combination of streets and other physical features and which may be further subdivided into individual lots or reserves.

City shall mean the City of Fulshear, Texas, a municipality existing pursuant to the laws of the State of Texas.

City Council shall mean the duly elected governing body of the city.