

## DONATION AGREEMENT

This DONATION AGREEMENT (“Agreement”) for certain real property in the City of Angleton, Texas dated as of the 9<sup>th</sup> day of November 2025 (“Effective Date”), is made by and between **Anchor Holdings MP, LLC, and Wildrock Holdings LLC, the Developer of the Ashland Development**, hereinafter collectively referred to as “Donor”, and the **CITY OF ANGLETON**, a home-rule municipal corporation and political subdivision of the State, hereinafter referred to as “Donee.”

### RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor owns certain real property in Brazoria County, Texas described in Exhibit A (“Real property”).
- B. Donor desires to donate the real property to Donee, and Donee desires to accept from Donor the real property. Both parties agree that the Real property will be used by Donee in a manner that continues the public purpose of Donor, by making more recreational and athletic space available to support the educational and extracurricular programs of Donor.
- C. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Donor and Donee agree to be bound by the terms of this Agreement.

### AGREEMENT

#### 1. DEFINITIONS, INTERPRETATION AND EXHIBITS

- 1.1 Definitions. As used in this Agreement, these words or expressions have the following meanings:

“Agreement” has the meaning given in the introductory paragraph.

“Claim” means any claim, liability, loss, demand, damages, Lien, cause of action of any kind, obligation, costs, judgment, interest and award (including legal counsel fees and costs of litigation, if recoverable under applicable law, of the Person asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.

“Closing” means the date Donor transfers title to Donee as set forth in Section 3.6.

“Deed” means the instrument by which Donor will transfer or convey the Real property to Donee, the form of which is attached.

“Dispute” means any dispute or controversy arising out of this Agreement, including a dispute or controversy regarding the existence, construction, validity, interpretation, enforceability, termination, or breach of this Agreement, whether based in contract, tort, or otherwise by rule, regulation, statute or common law.

“Donee” means the Person defined as Donee in the introductory paragraph of this Agreement.

“Donor” means the Person defined as Donor in the introductory paragraph of this Agreement.

“Due Diligence” means the Donee's investigation of the Real property and Property, including, the state of the title, the environmental conditions, the condition of the improvements located on the Real property, and any other due diligence and investigation deemed necessary or advisable by Donee during the Due Diligence Period.

“Due Diligence Period” means the time between the Effective Date and Closing during which the Donee may perform its Due Diligence.

“Effective Date” means the date/time defined as “Effective Date” in the introductory paragraph of this Agreement.

“Exhibit” means a document referred to in Section 1.3.

“Real property” has the meaning assigned to it in Recital A. above.

“Lien” means charge, encumbrance or similar right available to creditors at law to secure debts owed to them.

“Party” means Donee or Donor and “Parties” mean both of them.

“Person” means an individual, corporation, company, state, statutory corporation, partnership, trust, unincorporated organization, association, government entity or any other legal entity.

“Property” of a Person means property owned, leased or furnished by that Person or in which that Person has an economic interest.

“Released Party” or “Released Parties” means Donor or any of Donor's heirs, successors, assigns, partners, agents, trustees or other affiliates.

“Title Company” means Alamo Title.

1.2 **Interpretation.** As used in this Agreement, these words or expressions have the following meaning:

(A) The plural and singular words each include the other.

- (B) The word “or” is not exclusive.
- (C) The words “includes” and “including” are not limiting.
- (D) The headings in this Agreement are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Agreement.

1.3 **Exhibits.**

- (A) All of the Exhibits that are attached to this Agreement are an integral part of this Agreement and are incorporated by reference, including:
  - (1) Exhibit-A - Legal Description with Graphic depiction
  - (2) Exhibit-B – Special Warranty Deed
- (B) If a conflict exists between the body of this Agreement and the Exhibits, the body prevails to the extent of the conflict.

**2. DONATION OF PROPERTY**

- 2.1 **Grant.** For and in consideration of the mutual covenants and conditions contained in this Agreement, Donor agrees to donate to Donee and Donee agrees to accept from Donor, on the terms and conditions set forth herein, the Real property located in Brazoria County, State of Texas more fully described on Exhibit A - Legal Description and as graphically shown on Exhibit A-1, both attached to this Agreement, and any and all buildings and improvements, if any, located on said Real property; and all rights and privileges thereto, including all of Donor's right, title and interest, if any, in and to all easements and rights of way appurtenant to said Real property.
- 2.2 **PUBLIC PURPOSE. IN ACCEPTING THIS GRANT OF THE PROPERTY, GRANTEE EXPRESSLY AGREES TO USE THE PROPERTY FOR THE SPECIFIC PUBLIC PURPOSE OF DEVELOPING AND MAINTAINING RECREATIONAL AND ATHLETIC SPACE THAT BENEFITS THE PUBLIC INTEREST OF GRANTOR WITH SUBSTANTIAL CONSTRUCTION TO BEGIN ON OR BEFORE FIVE (5) YEARS FROM THE DATE OF THIS DEED, AND WHENEVER SUCH PROPERTY SHALL CEASE TO BE USED FOR SAID PUBLIC PURPOSE BY THE GRANTEE OR SUCH SUBSTANTIAL CONSTRUCTION DOES NOT BEGIN ON OR BEFORE THE BEFORE MENTIONED DATE, THEN AND THEREUPON GRANTEE'S INTEREST IN THE REAL PROPERTY, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 272.001(L) WILL REVERT TO GRANTOR WITHOUT ANY NECESSITY FOR SUIT TO THE GRANTEE HEREIN, ITS SUCCESSORS OR ASSIGNS.**

### 3. CONSIDERATION

- 3.1 There shall be no monetary consideration payable by Donee to Donor for the donation of the Real property. Donee's consideration for receiving the Real property shall be Donee's release of the Donor as set forth in Section 4 and agreement to other terms of this Agreement.
- 3.2 **Taxes and Assessments.** The City of Angleton is a tax exempt governmental entities and no property taxes shall be due on the property, provided that Donee shall be responsible for any taxes, if any, that are assessed for the period following the exchange of the Real property, including any rollback taxes for any change in use.
- 3.3 **Recordation.** Donee will be responsible for the filing and recording the Deed, conveyances, or other instruments required to convey title of the Real property to Donee, and Donee will bear all required documentary, filing and recording fees and expenses incurred in connection with same.
- 3.4 **Due Diligence.** Within the Due Diligence Period, in its sole discretion, Donee will have the opportunity to conduct Due Diligence and inspect the Real property and Property to determine if it is suitable for the Donee's use. Upon execution of this Agreement, Donor hereby grants Donee and its designated representatives the continual right to access and enter the Real property for purposes of its inspection and Due Diligence, including, without limitation, conducting a new survey, soil tests, environmental and engineering studies, asbestos inspections, antiquities studies, topographical surveys, and any such other tests and studies as Donee deems necessary to determine the suitability of the Real property and Property for Donee's purposes. **DURING THE DUE DILIGENCE PERIOD, DONEE IN ITS SOLE DISCRETION MAY TERMINATE THIS AGREEMENT FOR ANY REASON OR NO REASON AT ALL WITHOUT PENALTY OR BEING IN BREACH OF THIS AGREEMENT.**
- 3.5 **Closing; Transfer of Real property by Donee.** Unless this Agreement is terminated by Donee during the Due Diligence Period, Closing of this transaction will take place in the offices of the Title Company or otherwise as the Parties may agree, on or before ninety (90) days from the Effective Date. At Closing, Donor will cooperate with Donee and the Title Company in executing documents as may be required or requested by the Title Company, including a closing statement and affidavits of debts and liens and possession, to issue a title policy to Donee for the Real property. Donee shall pay the premium for any Title Policy and all other closing expenses and title company charges (e.g., escrow fees, tax certificates, etc.) associated with the transfer of the property.

### 4. CLAIMS, LIABILITIES, ABSENCE OF WARRANTIES, AND RELEASES

- 4.1 **DONEE ACQUIRING REAL PROPERTY IN "AS IS" CONDITION. DONEE IS ACQUIRING THE REAL PROPERTY IN AN "AS IS AND WHERE IS" CONDITION, AND DONOR IS NOT RESPONSIBLE FOR**

**THE REMOVAL OF, OR ANY LIABILITY RESULTING FROM, THE EXISTENCE OF ANY KNOWN OR UNKNOWN FIXTURES, EQUIPMENT, CHEMICALS, OR OTHER SUBSTANCES ON OR UNDER THE REAL PROPERTY. TO THE EXTENT PERMITTED BY LAW, DONEE RELEASES DONOR FROM RESPONSIBILITY FOR THE PRESENCE OF HYDROCARBONS, NORM, ASBESTOS, AND OTHER SUBSTANCES, POLLUTANTS, OR CONTAMINANTS, KNOWN AND UNKNOWN, ON OR ASSOCIATED WITH THE REAL PROPERTY. This provision will survive the Closing.**

- 4.2 **Donee's Environmental Review.** Donee may, at Donee's expense, perform an environmental review of the Real property as part of its Due Diligence and Donor agrees to give Donee reasonable access to the Real property, for such purpose. Donee shall complete its environmental review of the Property on or before the end of the Due Diligence Period.

## **5. GOVERNING LAW. RESOLUTION OF DISPUTES**

- 5.1 **Governing Law.** This Agreement is governed by and interpreted under the laws of the State of Texas, without regard to its choice of law rules.
- 5.2 **Resolution of Disputes.** If any Dispute cannot be settled by direct negotiations within 30 Days, either Party may initiate mediation. If the Parties fail to settle the Dispute within thirty (30) Days of notice of mediation, either Party may initiate litigation, provided that nothing herein shall limit a Party's ability to pursue litigation as they deem appropriate to protect their rights and interests.

## **6. NOTICES, REPRESENTATIVES AND CONTACT INFORMATION**

- 6.1 **Notices.** All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested; by courier; by telephonic facsimile; or by electronic transmission and shall be deemed to be delivered (i) upon first attempted delivery if sent by mail or by courier, and (ii) upon transmittal if sent by telephonic facsimile or electronic mail. All communications pertaining to this Agreement or the transaction contemplated by this Agreement between the Parties or any third party to this transaction may be by electronic mail. Donor's and Donee's respective addresses for purposes of this Agreement, and to which all notices required hereunder shall be sent, are as follows:

If to the Donee:                      City of Angleton  
Attn: Guadalupe Valdez, Acting City Manager  
121 S Velasco  
Angleton, Texas 77515  
Email: [lvaldez@angletonpd.net](mailto:lvaldez@angletonpd.net)

With Copy to:                      J. Grady Randle  
Randle Law Office, LLP 820 Gessner, Suite 1570  
Houston, Texas 77024

Email: Grady@jgradyrandlepc.com  
(attorney for Donee)

If to the Donor: Wildrock Holdings, LLC, a  
Delaware limited liability company  
Attn: Mark Janik  
101 Parklane Boulevard, Suite 102  
Sugar Land, Texas 77478  
Email: mark@ashtongraydev.com

With copy to: Muller Law Group,  
Attn: Marcus Spencer  
202 Century Square Blvd.  
Sugar Land, Texas 77478  
Email: [mark@mullerlawgroup.com](mailto:mark@mullerlawgroup.com)  
(attorney for Donor)

## 7. GENERAL PROVISIONS

- 7.1 **Entire Agreement.** This Agreement supersedes any prior agreement, oral or written, and contains the entire agreement between Donor and Donee as to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- 7.2 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and which together will constitute one and the same instrument; provided that neither Party will be bound to this Agreement unless and until both Parties have executed a counterpart.
- 7.3 **Time.** Time is of the essence of this Agreement; provided, however, that if the date on which any action is required to be taken hereunder shall fall on a day on which the party to perform is not open for business, such action shall be taken on the next business day on which it is open for business.
- 7.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.
- 7.5 **Immunity.** No party, by entering into this Agreement, shall waive immunity from suit.

*[Signatures on following page]*

The parties have executed this Agreement in duplicate as evidenced by the following signatures of authorized representatives of the parties:

**DONOR:**  
**Wildrock**  
**Holdings, LLC, a**  
Delaware limited  
liability company

**DONEE:**  
**CITY OF ANGLETON**

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Mark Janik  
Vice President-Land Development  
Ashton Grey Development

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John Wright, Mayor

## EXHIBIT A- LEGAL DESCRIPTION

Ashland Fire Station  
2.00 Acres

Shubael Marsh Survey  
Abstract No. 82

STATE OF TEXAS       §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a certain 2.00 acre tract of land situated in the Shubael Marsh Survey, Abstract No. 82 in Brazoria County, Texas, being out of a called 165.94 acre tract of land (Tract 2) conveyed to Wildrock Holdings, LLC by Special Warranty Deed recorded in Clerk's File No. 2022002351 and a called 1.943 acre tract of land conveyed to Wildrock Holdings, LLC by Special Warranty Deed recorded in Instrument No. 2024009600, both of the Official Public Records of Brazoria County (OPRBC); said 2.00 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

**BEGINNING** at a found 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") at the northwest corner of said called 1.943 acre tract, being common with a northwesterly corner of said called 165.94 acre tract, and being in the east right-of-way line of FM 521 Highway (called 100-foot wide right-of-way), dedication of which is recorded in Volume P, Page 201 of the Commissioner Court Records of Brazoria County (CCRBC), from which a found 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") bears North 14°05'31" East, 70.37 feet;

THENCE, North 87°21'22" East, along the north line of said called 1.943 acre tract, 264.26 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") for corner;

THENCE, South 02°55'13" East, 145.84 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") for corner;

THENCE, South 14°02'16" West, 197.70 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") for corner;

THENCE, North 75°55'36" West, 295.92 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") for corner in the east right-of-way line of said FM Highway 521, being common with a westerly line of said called 165.94 acre tract, from which a found concrete monument bears South 14°05'31" West, 764.66 feet;

THENCE, North 14°05'31" West, along said common line, 261.15 feet to the **POINT OF BEGINNING**, **CONTAINING 2.00 acres** of land in Brazoria County, Texas, as shown on Drawing No. 20467B in the office of Quiddity Engineering in Bellaire, Texas.

Quiddity Engineering, LLC  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401  
(713) 777-5337  
*Texas Board of Professional Land Surveying*  
*Registration No. 10046100*

Acting By/Through Steven Jares  
Registered Professional Land Surveyor  
No. 5317  
Sjares@quiddity.com



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

**EXHIBIT B: SPECIAL WARRANTY DEED  
(Fire Station Tract: 2.00 acres)**

Effective Date:

\_\_\_\_\_, 2025

Grantor:

Wildrock Holdings, LLC, a Delaware limited liability company

Grantor Mailing Address:

101 Parklane Boulevard, Suite 102  
Sugar Land, Texas 77478

Grantee:

**(ENTITY DESIGNATED WITH RESPONSIBILITY FOR FIRE PROTECTION)**

Grantee's Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Property (including any improvements):

That certain tract land containing 2.00 acres, located in Brazoria County, Texas, more particularly described by metes and bounds description attached hereto shown in **Exhibit A** and incorporated herein for all purposes ("Property").

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. However, Grantor, for

Ashland 20467B - 2.00 Ac Fire Station Tract

itself and on behalf of its successors and assigns, hereby waives and releases all rights of ingress and egress to and from the surface of the Property relating to the mineral estate reserved by Grantor.

Exceptions to Warranty:

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Property and appearing of record in the Official Public Records of Brazoria County, Texas, to the extent the same are in effect and validly enforceable against the Property ("Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of Grantee's rights in the Property and use of the Property.

Grant of Property:

Grantor, for the Consideration and subject to the reversionary interest and Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys and does hereby grant, sell, and convey to Grantee and Grantee's heirs, successors, and assigns the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from Conveyance and Exceptions to Warranty. Further, this Grant of Property is done WITH THE EXPRESS CONDITION SUBSEQUENT that Grantee, or its successors and assigns, shall commence construction of a fire station upon the Property within ten (10) years from the date of this conveyance. If Grantee, or its successors and assigns, fails to commence such construction within said ten (10) year period, Grantor shall have the right to send notice to Grantee of Grantee's failure to commence construction within the time prescribed. Within sixty (60) days of Grantee's receipt of Grantor's notice, Grantee shall execute and deliver any and all instruments necessary to convey the Property to Grantor.

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

[Execution page follows.]

The individual signing this instrument on behalf of Grantor represents that it has the requisite authority to bind Grantor.

EXECUTED on \_\_\_\_\_, 2025, to be effective as of the Effective Date.

**GRANTOR:**

WILDROCK HOLDINGS, LLC,  
a Delaware limited liability company

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_ of Wildrock Holdings, LLC, a Delaware limited liability company, on behalf of said entity.

(NOTARY SEAL)

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

**Attachment:** Description of Property – 2.00 acre Fire Station Tract

Ashland 20467B - 2.00 Ac Fire Station Tract

