

THE STATE OF TEXAS           §  
   §  
   §  
COUNTY OF FORT BEND       §

**DEVELOPMENT AGREEMENT**  
(DISTRICT WEST AT PARKWAY LAKES PARTIAL REPLAT NO. 1)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (hereinafter referred to as "the County"), a body politic acting herein by and through its Commissioners' Court and The District at Parkway Lakes, Ltd., a Texas limited partnership (hereinafter referred to as the "District").

WHEREAS, the District applied for approval of the plat for the District West at Parkway Lakes subdivision and submitted a letter dated January 20, 2015 committing to construct Park Westheimer Boulevard and a portion of North Park Drive, both attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Commissioners Court of Fort Bend County accepted District's commitments contained in the letter and approved the District West at Parkway Lakes subdivision plat on February 24, 2015 as reflected in Exhibit A; and

WHEREAS, although as of the date of this Agreement, the District has failed to meet its obligations under the January 20, 2015 letter, District now submits an application to re-plat said District West at Parkway Lakes subdivision as described in Exhibit B as District West at Parkway Lakes Partial Re-plat No. 1, attached hereto and incorporated herein for all purposes; and

WHEREAS, County requires completion of construction of roadways in accordance with a plan for the development of District West at Parkway Lakes Re-plat No. 1 under terms to ensure compliance with previous obligations of District, requirements under the Traffic Impact Analysis for the District West at Parkway Lakes subdivision for development west of Peek Road, and requirements of the Fort Bend County Regulations of Subdivisions.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, County and the District agree as follows:

1.     Description of Project. The Project consists of the construction or reconstruction of certain roadways and turn lanes within or adjacent to property within the boundaries of the District West at Parkway Lakes Partial Re-plat No. 1 ("District Property"), with such improvements described below in Section 3 and in Exhibit C attached hereto and incorporated herein for all purposes.

2.     County's Obligations. In exchange for the District's commitment to the completion of construction of the Project as stated herein, County agrees to present the proposed

plat represented by Exhibit B for consideration by the County's Commissioners Court for approval.

3. District's Obligations. District hereby agrees to perform the following in accordance with the schedule specified below:

(a) FM 1093 at Driveway #3 – Construction of an eastbound right turn lane on FM 1093 into District West when Driveway #3 is constructed;

(b) Driveway #5 at Peek Road – If Driveway #2 is located at the median opening, construction of a northbound left turn lane on Peek Road into District West across from Stripes when Driveway #5 is constructed;

(c) Driveway #4 at Peek Road –

- i. Construction of a northbound left turn lane on Peek Road when Driveway #4 is constructed; ✓
- ii. Construction of a southbound right turn lane on Peek Road shall begin upon Developer's application to Commissioners Court for plat approval of any portion of District Property, which will cause twenty-four (24) acres or more of the total amount of District Property collectively to be subdivided by plat, with such construction to be completed before County permits the release of electrical utilities for buildings within the boundaries of such plat;
- iii. Construction of a traffic signal shall begin upon Developer's application to Commissioners Court for plat approval of any portion of District Property, which will cause forty-three (43) acres or more of the total amount of District Property collectively to be subdivided by plat, or when District Property meets the Texas Uniform Traffic Control Devices Peak Hour Warrant, whichever comes first, with such construction to be completed before County permits the release of electrical utilities for buildings within the boundaries of such plat;

(d) Park Westheimer Boulevard –

- i. Reconstruction of Park Westheimer Boulevard as a 45' Back to Back concrete roadway to Fort Bend County roadway standards from Peek Road to the boundary of Parkway Lakes Section 2, which includes the realignment of North Park Drive shall begin upon Developer's application to Commissioners Court for plat approval of any portion of District Property, which will cause twenty-four (24) acres or more of the total amount of District's Property collectively to be subdivided by plat;
- ii. Construction of a northbound left turn lane on Peek Road and driveway connection from Star Cinema tract (or subsequent use) to Park Westheimer with construction of Star Cinema;

- iii. Construction of southbound right turn lane on Peek Road shall begin when third driveway is connected to Park Westheimer or upon Developer's application to Commissioners Court for plat approval of any portion of District Property, which will cause thirty-six (36) acres or more of the total amount of District's Property collectively to be subdivided, with such construction to be completed before County permits the release of electrical utilities for buildings within the boundaries of such plat;
- iv. Construction of a traffic signal shall begin upon Developer's application to Commissioners Court for plat approval of any portion of District Property, which will cause thirty-six (36) acres or more of the total amount of District's Property collectively to be subdivided by plat, or when District Property meets the Texas Uniform Traffic Control Devices Peak Hour Warrant, whichever comes first, with such construction to be completed before County permits the release of electrical utilities for buildings within the boundaries of such plat;; and

(e) The District shall be solely responsible for constructing or causing the construction of the items listed in 3(a) through 3(d) above. However, District may use available revenue collected under an agreement pursuant to Subchapter D of Chapter 431, Texas Transportation Code, and Chapter 394, Vernon's Texas Codes Annotated, Texas Local Government Code (the "Local Government Code") to be executed between the District, Fort Bend County Municipal Utility District No. 50 ("MUD 50") and the County to fund certain roadway obligations (the "Transportation Agreement").

- i. District shall diligently pursue finalization and execution of the Transportation Agreement within twelve (12) months of final execution of this Agreement.
- ii. Should District, MUD 50 and the County fail to agree to terms and execute the Transportation Agreement within such time prescribed, District shall remain obligated to complete construction of the items specified in Sections 3(a) – 3(d) above.
- iii. Under the Transportation Agreement, County shall have the option, within its sole discretion, to elect to receive reimbursement, prior to any other party, for any amounts spent on roadway projects, including but not limited to any amount in excess of the costs of the District's obligations under this Agreement.

4. Disclaimer/Waiver of Damages/Liability.

District hereby releases County, its officers, agents, representatives and employees, from and against, and waives any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), or otherwise, it/they may have with regard to the construction and/or completion of the Project and/or any other act and/or omission relating, directly or indirectly, to the Project, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, solely

and directly, the negligence or willful misconduct of County or its authorized officers, agents, representatives or employees

**5. PARTIES' ACKNOWLEDGEMENT OF COUNTY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DISTRICT'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

**(a) DISTRICT ACKNOWLEDGES AND AGREES THAT THE COMMITMENT MADE BY DISTRICT TO COUNTY, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A:**

- (I) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (II) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS IT EXISTS OR MAY BE AMENDED;**
- (III) NUISANCE; AND/OR**
- (IV) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.**

**(b) DISTRICT RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

**(c) DISTRICT WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

**(d) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

6. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the Project only. Further, this Agreement does not waive or limit any of the obligations of District to County under any other order whether now existing or in the future arising.

7. Default. In the event District fails to comply with any of the provisions of this Agreement within sixty (60) business days after District's receipt of written notice thereof from County, County shall have the following remedies in addition to County's other rights and remedies, at law or in equity:

(a) to file this instrument in the Real Property Records of Fort Bend County as a lien and/or encumbrance against District and/or the District Property; and/or

(b) to refuse to accept any portion of any public improvements on the District Property and/or associated with the development of the District Property; and/or

(c) to refuse to finally accept the District Property and/or any portion thereof; and/or

(d) to seek specific enforcement of this Agreement.

In the event of County's default under this Agreement, District will be entitled to seek any remedy available to them at law or in equity.

8. Miscellaneous.

(a) Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to County, to:

Fort Bend County Engineering  
Attention: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to:

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

If to District, to:

The District at Parkway Lakes, Ltd.  
Attention: Robert B. Ferguson, Sr.  
21711 FM 1093  
Richmond, Texas 77407

(b) Assignment. This Agreement is not assignable by District without the prior written consent of County, which consent shall not be unreasonably withheld.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed, including successors in interest to District Property.

(d) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

(f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(o) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of County and the District and/or its authorized representatives.

(p) District's Warranties/Representations. All warranties, representations and covenants made by District in this Agreement or in any certificate or other instrument delivered by District to County under this Agreement shall be considered to have been relied upon by County and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by County or on County's behalf.

(q) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 4 and 5 herein are conspicuous, and the parties have read and understood the same.

(r) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executed by County.

FORT BEND COUNTY:

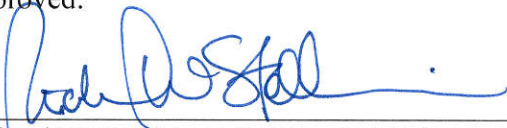
\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Laura Richard, County Clerk

Approved:



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Richard W. Stolleis, P.E., County Engineer

Approved as to legal form:

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Marcus D. Spencer, First Assistant County Attorney



The District at Parkway Lakes, Ltd.,  
a Texas limited partnership

  
By: Robert B. Ferguson, Sr.

Date: 11/21/2016

# EXHIBIT A

THE DISTRICT AT PARKWAY LAKES

21711 FM 1093 RD.  
RICHMOND, TEXAS 77407  
281-497-6000

FEB - 4 2016

January 20, 2015

Commissioner W.A. "Andy" Meyers  
22333 Grand Corner Dr.  
Katy, Texas 77494

Re: Commitment to construct Park Westheimer Boulevard

Dear Commissioner Meyers,

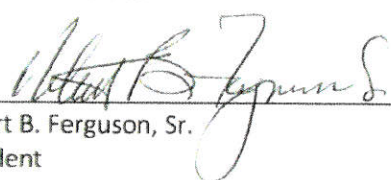
This letter serves as a Memorandum of Understanding between Fort Bend County and The District at Parkway Lakes, Ltd. ("Parkway Lakes"). Parkway Lakes will perform the following functions:

1. Construct Park Westheimer Boulevard from the boundary of Parkway Lakes Section 2 to Peek Road. Park Westheimer Boulevard will comply with all Fort Bend County requirements. We have initiated the design with RGMiller Engineers and anticipate completion of construction by the summer of 2015.
2. A portion of North Park Drive (a private roadway) will be reconstructed to align with the driveway of the current proposed development. This construction will occur at the same time as the Park Westheimer construction. The land needed for this realignment will be conveyed from Parkway Lakes Development, Inc. to Park Westheimer Property Owners Association.

Your assistance in getting this matter on the Commissioners Court agenda as soon as possible will be very much appreciated. If you have questions, I may be reached at 281-497-6000 or on my cell at 281-793-6000.

Yours Truly,  
The District at Parkway Lakes  
a Texas Limited Partnership

By: Coastal Rim Development, Inc.  
a Texas Corporation  
it's General Partner

By:   
Robert B. Ferguson, Sr.  
President

Copy: Rick J. Staigle, P.E., P.T.O.E.

## PLAT RECORDING SHEET

PLAT NAME: District West at Parkway Lakes

PLAT NO: \_\_\_\_\_

ACREAGE: 46.8421

LEAGUE: George Fields Survey and Joel M. McCreary Survey

ABSTRACT NUMBER: 591, 403

NUMBER OF BLOCKS: 1

NUMBER OF LOTS: 0

NUMBER OF RESERVES: 2

OWNERS: The District a Parkway Lakes, Ltd. a Texas Limited Partnership

\_\_\_\_\_  
(DEPUTY CLERK)





**MINUTES**

BE IT REMEMBERED, That on this 24th DAY of FEBRUARY, 2015, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
LINDA WILLIS FOR LAURA RICHARD	COUNTY CLERK

When the following were heard and the following orders were passed:

**1. Call to Order.**

Call to Order by Judge Hebert at 1:05 p.m.

**2. Invocation and Pledges of Allegiance by Commissioner Andy Meyers.**

**3. Approve minutes of regular meeting held on February 10, 2015.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve the minutes of regular meeting held on February 10, 2015.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 16 continued - Engineering:**

- V. Accept the streets in Cinco Ranch Northwest, Section 10: Ramble Rock Court 513.00 LF and Arbury Crest Court 511.30 LF, for a total of 1,024.30 LF, and release bond #PB03010400954 in the amount of \$74,000.00, Precinct 3.
- W. Set public hearing for acceptance of traffic control plan for Cinco Ranch Northwest, Section 9 and 10, Precinct 3. *(Tuesday, March 24, 2015, at 1:00 p.m.)*
- X. Set public hearing for acceptance of the traffic control plan for Katy ISD Elementary No. 32 (Odessa Kilpatrick Elem.) to extend the school zone on Cinco Ranch Boulevard, Precinct 3. *(Tuesday, March 24, 2015, at 1:00 p.m.)*
- Y. Set public hearing for acceptance of the traffic control plan for Reading Road between Benton Road and Berdett Road to add "No Thru Trucks" signs, Precinct 1. *(Tuesday, March 24, 2015, at 1:00 p.m.)*

**17. ENGINEERING - PLATS:**

- A. **Approve the plat for District West at Parkway Lakes, Precinct 3.**
- B. Approve the plat for LMF Retail, Sec. 2, Precinct 4.
- C. Approve plat for the roads within Mission Trace, Sec. 3, Precinct 3.
- D. Approve plat for the lots within Mission Trace, Sec. 3, Precinct 3.
- E. Approve plat for the roads within Mission Trace, Sec. 5, Precinct 3.
- F. Approve plat for the lots within Mission Trace, Sec. 5, Precinct 3.
- G. Approve plat for the roads within Grand Vista, Sec. 11, Precinct 3.
- H. Approve plat for the lots within Grand Vista, Sec. 11, Precinct 3.
- I. Approve plat for the roads within Pin Oak Enclave, Precinct 3.
- J. Approve plat for the lots within Pin Oak Enclave, Precinct 3.
- K. Approve plat for the roads within Aliana, Sec. 40, Precinct 4.
- L. Approve plat for the lots within Aliana, Sec. 40, Precinct 4.

**18. FACILITIES MANAGEMENT & PLANNING:**

Approve payment of Invoice No. 12-14-18 and Invoice No. 01-15-16 for an amount totaling \$5,185.54 to TechKnowledge Consulting Corp. for Security Consulting Services regarding the Justice Center. (Fund: Facilities Bond Project)



24. **TREASURER:**

**Approve Monthly Report submitted by County Treasurer for January, 2015, and authorize advertisement of Affidavit of same, in accordance with Local Government Code Section 114.026.**

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Moved by Commissioner Meyers, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve consent items 6 - 24.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

25. **COUNTY JUDGE:**

- A. **Take all appropriate action on the Petition for an Emergency Service District seeking to create Fort Bend County Emergency Service District No. 6, in Precinct 1; as authorized in Texas Health and Safety Code, Section 775.017.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve the Petition for an Emergency Service District seeking to create Fort Bend County Emergency Service District No. 6, in Precinct 1; as authorized in Texas Health and Safety Code, Section 775.017.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- B. **Take all appropriate action as authorized in Texas Health and Safety Code, Section 775.018 to order an election to confirm the creation of Fort Bend County Services District No. 6, in Precinct 1, and authorize the imposition of a tax not to exceed the rate allowed by Section 48-E, Article III, Texas Constitution.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve, as authorized in Texas Health and Safety Code, Section 775.018, an election to confirm the creation of Fort Bend County Services District No. 6, in Precinct 1, and authorize the imposition of a tax not to exceed the rate allowed by Section 48-E, Article III, Texas Constitution.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**43. Reconvene Open Session and consider taking action on the following matters:**

**§ 551.072. Deliberation Regarding Real Property.**

**A. Acquisition for Right of Way Widening - Congestion Mitigation, Mobility Bond Project No. X23, Precinct 3.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage  
Duly put and unanimously carried (4-0), it is ordered to purchase Parcel 3 of the Congestion Mitigation Project - Mobility bond Project X23 in the amount of \$36,450.00 plus necessary costs, not to exceed \$5,000.00; and authorize County Judge to sign all necessary closing documents.  
(Fund: Right of Way)

And purchase Parcel 5 of the congestion Mitigation Project - Mobility Bond Project X23 in the amount of \$41,800.00 plus necessary costs, not to exceed \$5,000.00; and authorize County Judge to sign all necessary closing documents. (Fund: Right of Way)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	absent
Commissioner Patterson	Yes

**B. Sugar Land Industrial Park Property, Precinct 3.**

Moved by Commissioner Patterson, Seconded by Commissioner Morrison  
Duly put and unanimously carried (4-0), it is ordered to extend the brokerage agreement currently in place, for twelve months, subject to review by County Attorney, for Sugar Land Industrial Park Property, Precinct 3.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	absent
Commissioner Patterson	Yes

**44. Adjournment.**

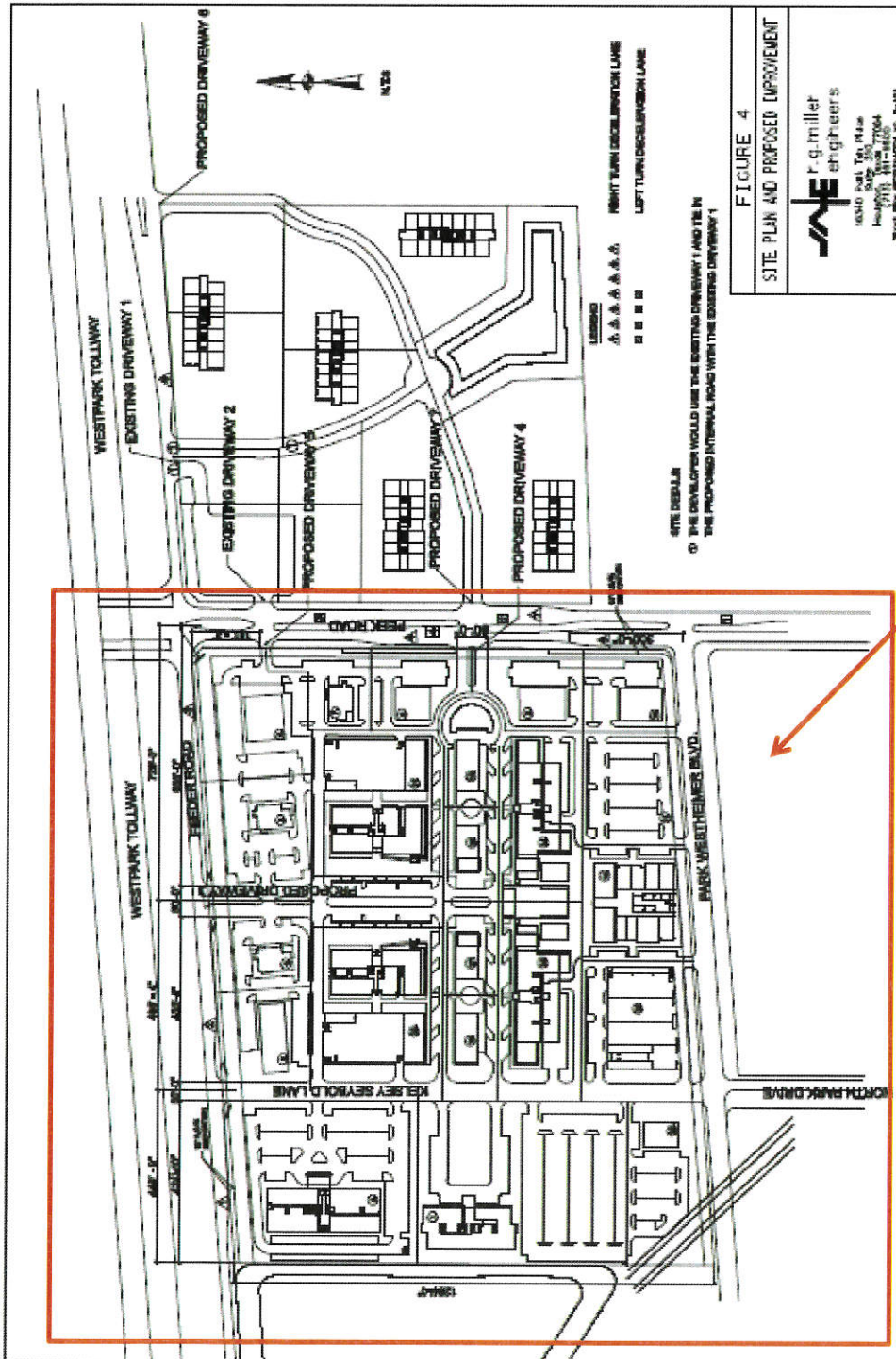
Commissioners Court adjourned at 2:22 p.m. on Tuesday, February 24, 2015.

# EXHIBIT B





# EXHIBIT C



48 acres  
subject to  
this  
Agreement

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-139076

Date Filed:  
11/21/2016

Date Acknowledged:

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

The District at Parkway Lakes, Ltd.  
Richmond, TX United States

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

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

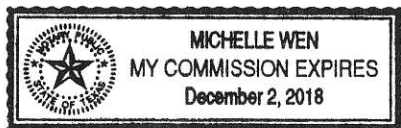
11-21-2016  
Development Agreement - Replat No.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 AFFIDAVIT**



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Robert B. Ferguson*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert B. Ferguson, this the 21<sup>st</sup> day of November, 2016, to certify which, witness my hand and seal of office.

*Michelle Wen*  
Signature of officer administering oath

Michelle Wen  
Printed name of officer administering oath

Title of officer administering oath