

THE STATE OF TEXAS

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§

COUNTY OF FORT BEND

**DEVELOPMENT AGREEMENT
(TRAMMEL FRESNO)**

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 FLC Parkway, LP, (hereinafter referred to as the "Owner"), a limited partnership authorized to conduct business in the State of Texas. The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, Trammel Fresno is a major thoroughfare maintained by the County, a portion of which is located adjacent to the Owner's property; and

WHEREAS, the Owner proposes to continue development of its property and assist the County with the Trammel Fresno Improvement Project, including proposed modifications to the related drainage and detention system; and

WHEREAS, the County and the Owner agree that the Owner's property will substantially benefit from the improvements to Trammel Fresno; and

WHEREAS, the County has investigated and determined that it would be advantageous and beneficial to the County and its citizens to allow development of the Owner's property to proceed in a coordinated effort to advance the Trammel Fresno Improvement Project, including modifications to the related drainage and detention system, as provided herein; and

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

1. Owner's Responsibilities

(a) Within fifteen (15) calendar days of City of Missouri City (the "City") approval of County plans described in Section 2. (c) below, the Owner shall convey a non-exclusive drainage easement to the County over and across land described in Exhibit "A" attached hereto and incorporated herein for all purposes, to be used for detention purposes related to Trammel Fresno, System A (the "County Drainage Project").

2. County's Responsibilities

(a) Upon the Owner's conveyance of the above-described easement, the County will modify the existing detention basin, referred to as "Channel D" in accordance with the drawings attached hereto as Exhibit "B" and included herein for all purposes, at the County's expense. Maintenance responsibilities related to Channel D shall be conveyed to Missouri City Management District No. 2.

(b) The County shall work with the Texas Department of Transportation ("TxDOT") to ensure the construction of a westbound right-turn lane from Trammel Fresno onto Hurricane Lane, at the County's expense, as part of the Trammel Fresno Improvement Project.

(c) The Parties recognize that the Owner has previously granted to the City a Drainage Easement over 19.945 acres dated July 12, 2012 ("City Easement") for storm water drainage associated with the construction of Hurricane Lane. Owner agrees to provide an additional nonexclusive drainage easement as described on Exhibit "A" (which easement lies with the City Easement) to the County as long as the County obtains City approval to allow County construction of a 20 foot maintenance berm (as opposed to a 30 foot maintenance berm) for the existing "Channel D." The County agrees that the County Drainage Project will not reduce existing drainage capacity nor affect the future expansion of the channel for the Owner's property in "Channel D." City approved plans shall be provided to the Owner and the Management District engineer prior to commencement of construction of the modifications of "Channel D."

(d) In connection with construction of above-described County Drainage Project, the County will remove all excavation spoils from Owner's property in accordance with all applicable laws, ordinances, rules and regulations. The Owner makes no representation or warranty as to the condition of the excavation spoils, including, without limitation, the environmental condition of the excavation spoils, and Owner shall in no way be liable to the County for excavation spoils removed from the excavation site. The County will leave the detention pond in as good or better condition it was when the construction of the County Drainage Project began.

3. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to construction of the County Drainage Project.

4. Default. In the event either Party fails to comply with any of the provisions of this Agreement within sixty (60) business days after defaulting Party's receipt of written notice thereof from the other Party, the non-defaulting Party shall have all available remedies, at law or in equity:

5. 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 the 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 the Owner, to:

FLC Parkway, LP
Attention: Rocky Lai, General Partner
3217 Montrose Blvd, Suite 222
Houston, Texas 77006

(b) Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party, 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.

(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 Owner and/or its authorized representatives.

(p) Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner 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) 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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:

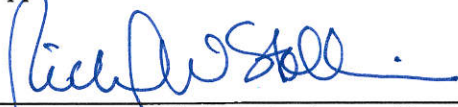
Robert E. Hebert, County Judge

Date

Attest:

Laura Richard, County Clerk

Approved:



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

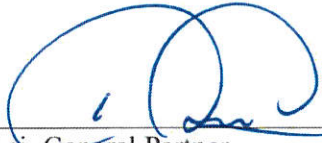
Approved as to legal form:

Marcus D. Spencer, First Assistant County Attorney

OWNER:

FLC Parkway, LP, a Texas limited partnership

By:



Rocky Lai, General Partner

Date: 10-26-17

EXHIBIT A

**DESCRIPTION OF
9.569 ACRES (416,830 SQUARE FEET)
"DRAINAGE EASEMENT"**

Being 9.569 acres (416,830 square feet) of land located in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, being a portion of the residue of that certain called 38.4183 acre tract conveyed from Memorial Hermann Hospital System to Marhaba Partners Limited Partnership by an instrument of record under File Number 2001122130, Official Public Records, Fort Bend County, Texas (O.P.R.F.B.C.T.), said 9.569 acres (416,830 square feet) being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83);

BEGINNING at a 5/8-inch iron rod found for the southeast corner of said 38.5163 acre tract, said point being on the north right-of-way line of Trammel Fresno Road;

Thence, South $81^{\circ} 24' 35''$ West, along the the north right-of-way line of said Trammel Fresno Road, 160.87 feet to a point for corner;

Thence, North $02^{\circ} 37' 16''$ West, departing the north right-of-way line of said Trammel Fresno Road, 768.35 feet to a point for corner, the beginning of a curve;

Thence, 169.94 feet along the arc of a tangent curve to the left having a radius of 400.00 feet, a central angle of $24^{\circ} 20' 32''$ and a chord that bears North $14^{\circ} 47' 32''$ West, 168.67 feet to a point for corner, the beginning of a reverse curve;

Thence, 231.90 feet along the arc of a tangent curve to the right having a radius of 560.00 feet, a central angle of $23^{\circ} 43' 35''$ and a chord that bears North $15^{\circ} 06' 00''$ West, 230.24 feet to a point for corner;

Thence, North $03^{\circ} 14' 11''$ West, 308.57 feet to a point for corner;

Thence, North $73^{\circ} 16' 02''$ West, 220.59 feet to a point for corner, the beginning of a curve;

9.569 Acres

July 12, 2012
Job No. 1555-1000

Thence, 235.62 feet along the arc of a tangent curve to the right having a radius of 75.00 feet, a central angle of $180^{\circ} 00' 00''$ and a chord that bears North $16^{\circ} 43' 58''$ East, 150.00 feet to a point for corner;

Thence, South $73^{\circ} 16' 02''$ East, 166.09 feet to a point for corner;

Thence, North $03^{\circ} 14' 11''$ West, 675.02 feet to a point for corner, the beginning of a curve;

Thence, 251.33 feet along the arc of a tangent curve to the right having a radius of 80.00 feet, a central angle of $180^{\circ} 00' 00''$ and a chord that bears North $86^{\circ} 45' 49''$ East, 160.00 feet to a point for corner;

Thence, South $03^{\circ} 14' 11''$ East, 1,143.19 feet to a point for corner, the beginning of a curve;

Thence, 165.43 feet along the arc of a tangent curve to the left having a radius of 400.00 feet, a central angle of $23^{\circ} 43' 36''$ and a chord that bears South $15^{\circ} 05' 59''$ East, 164.46 feet to a point for corner, the beginning of a reverse curve;

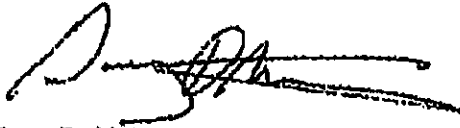
Thence, 237.92 feet along the arc of a tangent curve to the right having a radius of 560.00 feet, a central angle of $24^{\circ} 20' 32''$ and a chord that bears South $14^{\circ} 47' 32''$ East, 236.13 feet to a point for corner;

Thence, South $02^{\circ} 37' 16''$ East, along the west line of that certain called 35.024 acre tract described in the Correction Detention Easement conveyed to Fort Bend County Municipal Utility District No. 23 by an instrument of record under File Number 2003107586, 751.62 feet to the POINT OF BEGINNING and containing 9.569 acres (416,830 square feet) of land;

9.569 Acres

July 12, 2012
Job No. 1555-1000

This description is based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.



Gary D. Nutter

Registered Professional Land Surveyor,

Texas Registration Number 5659

LJA Engineering, Inc.



CURVE TABLE

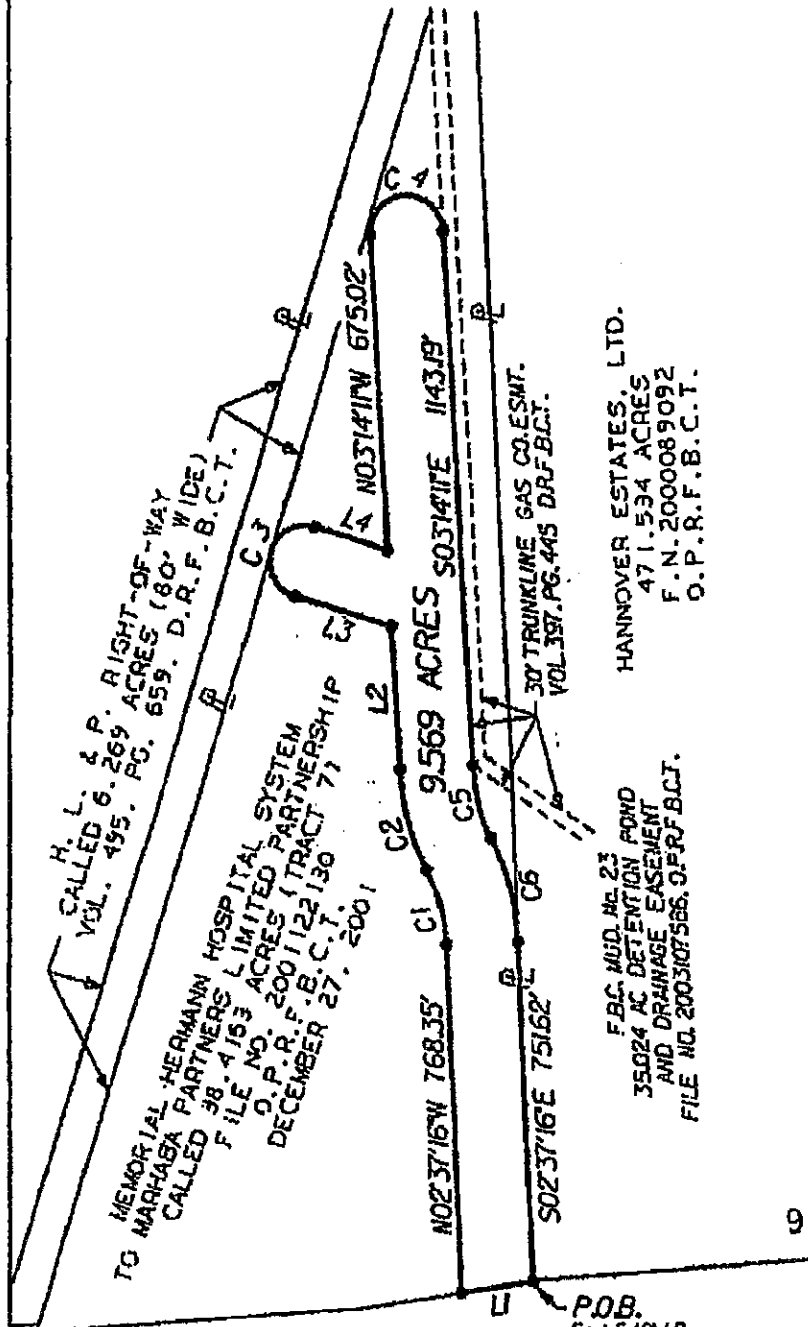
Curve	Radius	Tangent	Chord	Arc	Delta	Chord Bearing
1	400.00'	86.21'	168.67'	169.84'	24°20'32"	N14°47'32"W
2	660.00'	117.83'	230.24'	231.90'	23°43'35"	N15°06'00"W
3	75.00'	-	150.00'	235.62'	180°00'00"	N16°43'58"E
4	80.00'	-	160.00'	251.33'	180°00'00"	N86°45'49"E
5	400.00'	84.03'	164.46'	168.64'	23°43'36"	S15°05'59"E
6	560.00'	120.76'	236.13'	237.92'	24°20'32"	S14°47'32"E



Scale: 1" = 400'

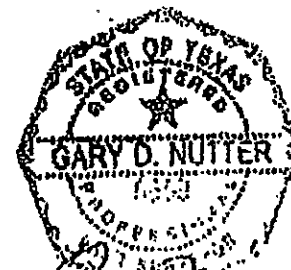
LINE TABLE

Line	Bearing	Distance
1	S81°24'35"W	160.87'
2	N03°14'11"W	308.57'
3	N73°16'02"W	220.59'
4	S73°16'02"E	166.09'



HANNOVER ESTATES, LTD.
471.534 ACRES
F.N. 2000089092
O.P.R.F.B.C.T.

F.B.C. M.D. No. 23
35024 AC DETENTION POND
AND DRAINAGE EASEMENT
FILE NO. 200307566, O.P.R.F.B.C.T.



12 July 2012

EXHIBIT OF
9.569 ACRES (416,830 S.F.)
DRAINAGE EASEMENT
(WIDTH VARIES)

IN THE
ELIJAH ROARK LEAGUE, A-77
FORT BEND COUNTY, TEXAS
JULY 2012 JOB NO. 1555-1000

LJA Engineering, Inc.

2829 Briarpark Drive
Suite 600
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026

NOTES:

1. All bearings referenced to the Texas Coordinate System, South Central Zone NAD 83.

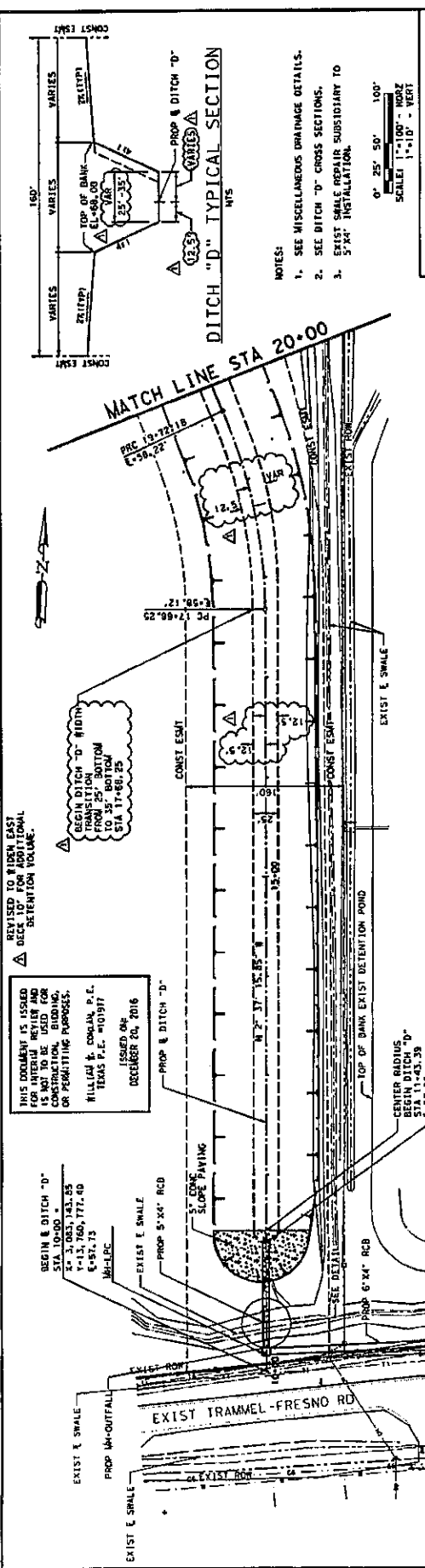
2. This exhibit based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.

EXHIBIT B

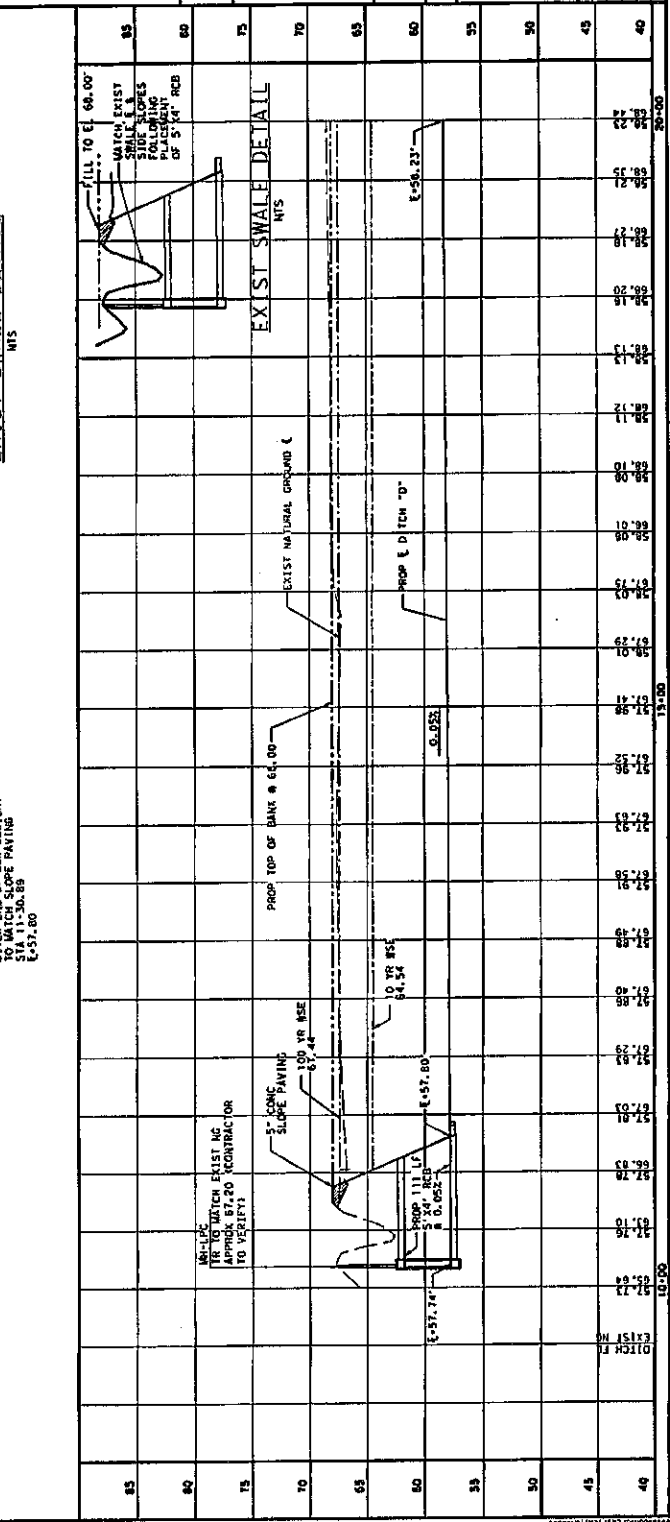
THIS DOCUMENT IS ISSUED FOR INTERIM REVIEW AND CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

WILLIAM E. DOUGLAS, P.E.
TEXAS P.E. #01917
ISSUED ON:
DECEMBER 20, 2016

REVISD TO RIDE EAST
DECK TO FOR ADDITIONAL
DETENTION TOLUME.



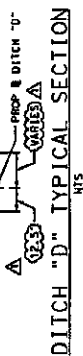
EXIST SWALE DETAIL



LJA Engineering, Inc.
JESSICA L. ROBERT
PROFESSIONAL ENGINEER
91867
AUGUST 12, 2015

MISSOURI CITY
TEXAS
DEPARTMENT OF PUBLIC WORKS
Hurricane Lane

DITCH "D"
PLAN & PROFILE
STA 10+00 TO STA 20+00
SHEET 1 OF 1




1. SEE MISCELLANEOUS DRAINAGE DETAILS.
2. SEE DITCH "D" CROSS SECTIONS.
3. SEE CULVERT LAYOUT DITCH "D" TO DITCH "E".

0° 25' 50" 100'

SCALE: 1"=100' - HORZ
1"=10' - VERT




 American L. D. Hay
 AUGUST 12, 2015

2000

LJA Engineering, Inc.
ENR. E1136



1000

 TEXAS DEPARTMENT OF TRANSPORTATION
61023

HURRICANE LANE

DITCH "D"

STA 30+00 TO STA 33+71.50

SHEET 3 OF 3

4444

[illegible]

FORM 1234

1

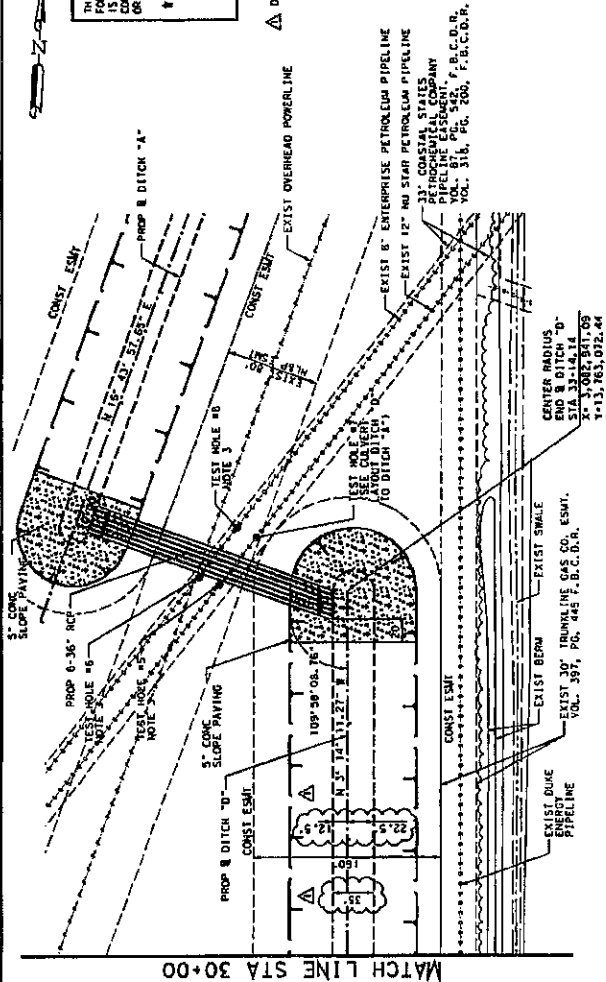
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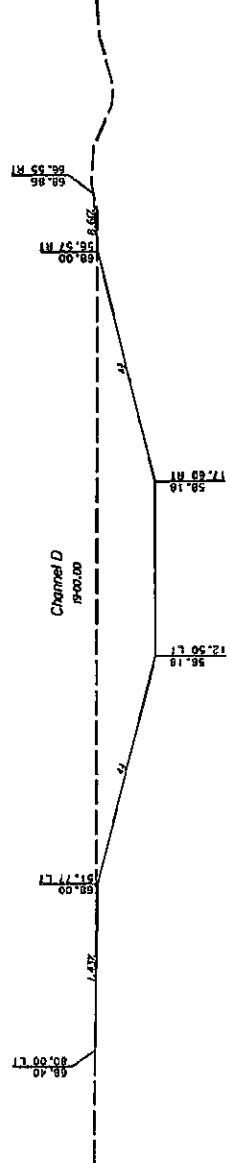
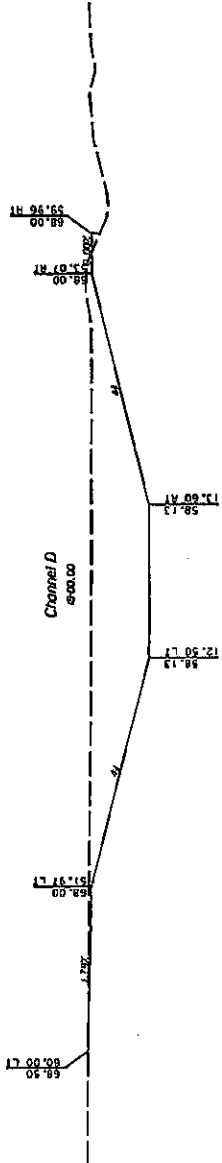
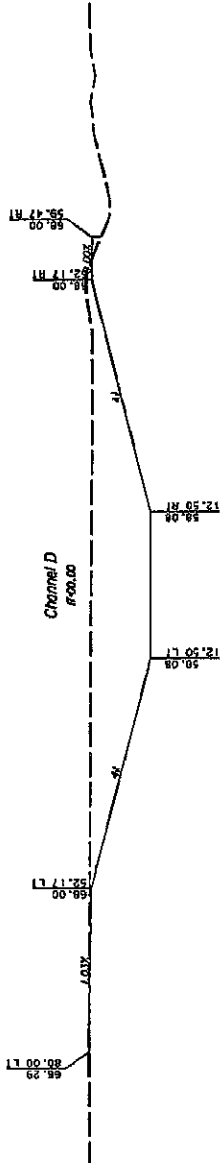
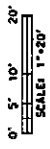
THIS DOCUMENT IS ISSUED
FOR INTERIM REVIEW AND
IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING,
OR PERMITTING PURPOSES.

WILLIAM W. COMAN, P.E.
TEXAS P.E. #101977

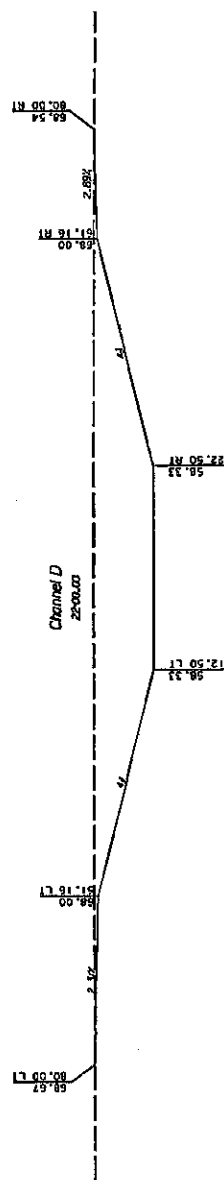
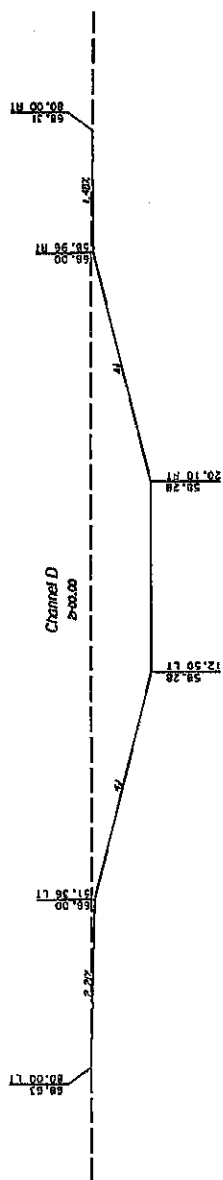
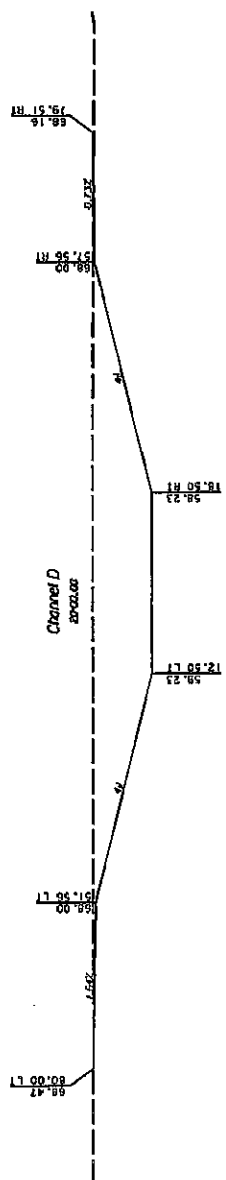
ISSUED ON:
DECEMBER 20, 2016

REVISED TO WIDEN EAST
DECK 10'. FOR ADDITIONAL
DETENTION VOLUME.

[illegible]

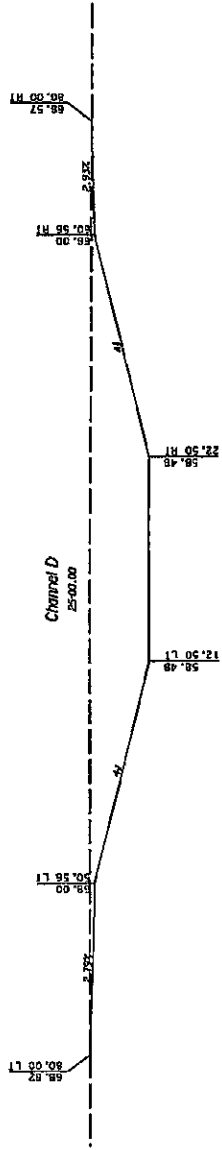
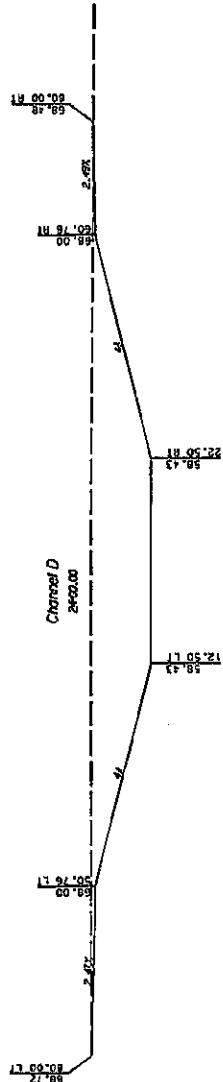
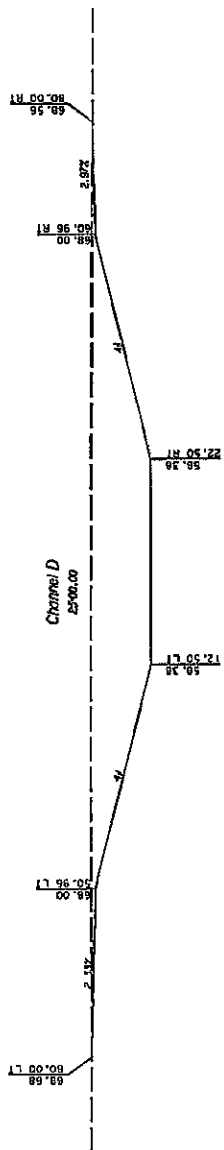


NEW-1



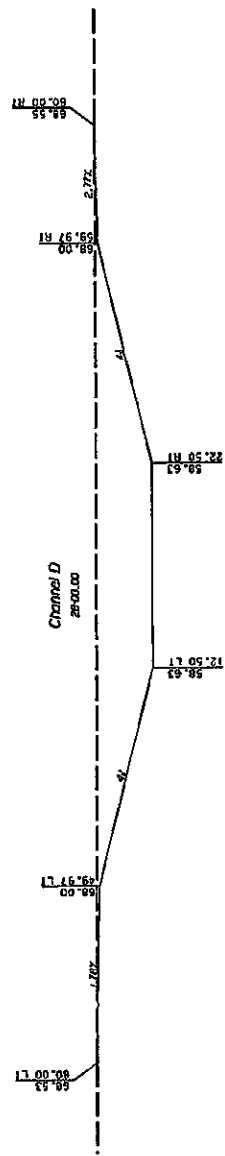
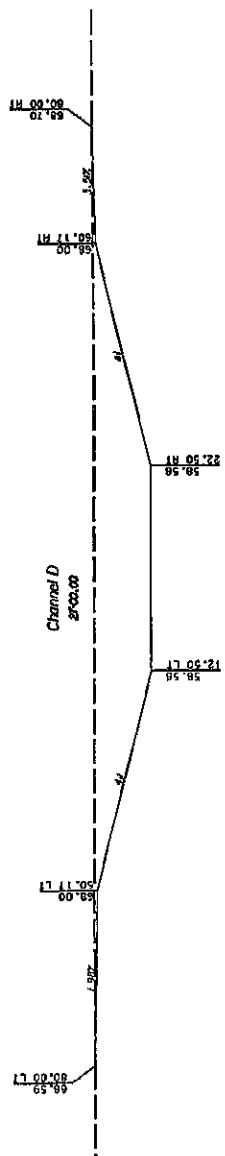
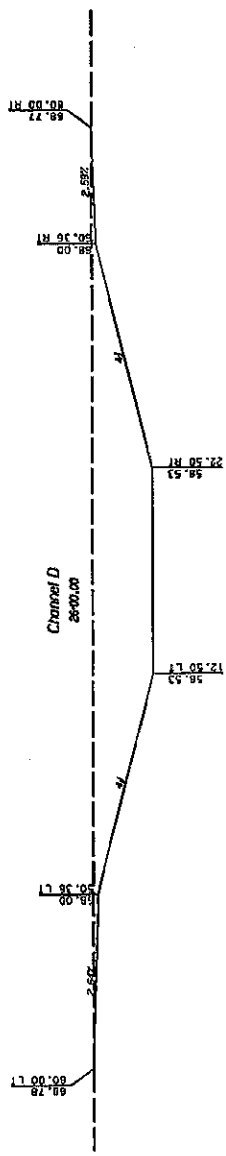
NEW-2

0' 5' 10' 20'
SCALE: 1"=20'

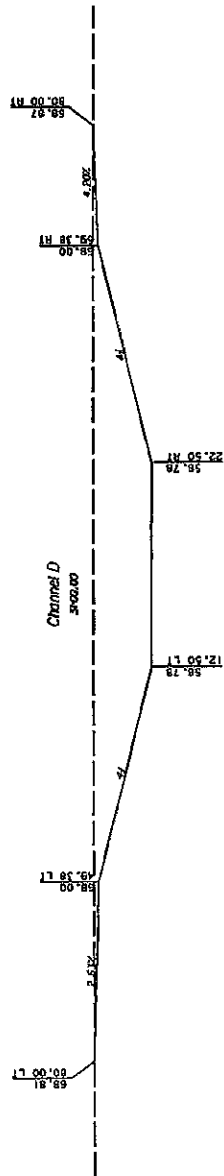
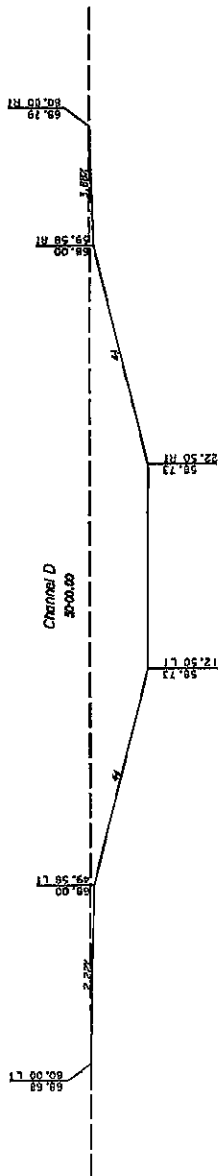
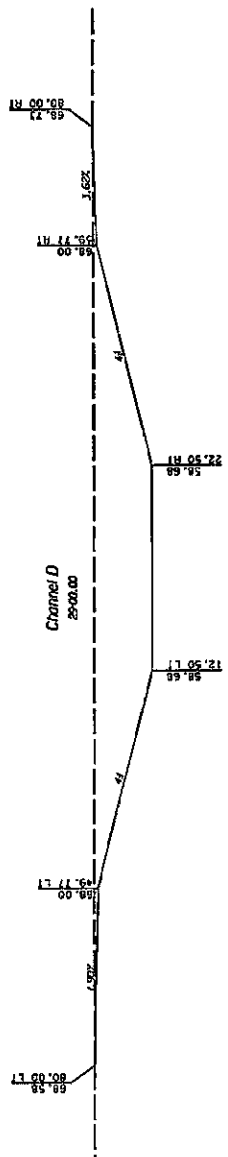
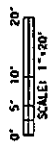


NEW_3

0' 5' 10' 20'
SCALE: 1"=20'

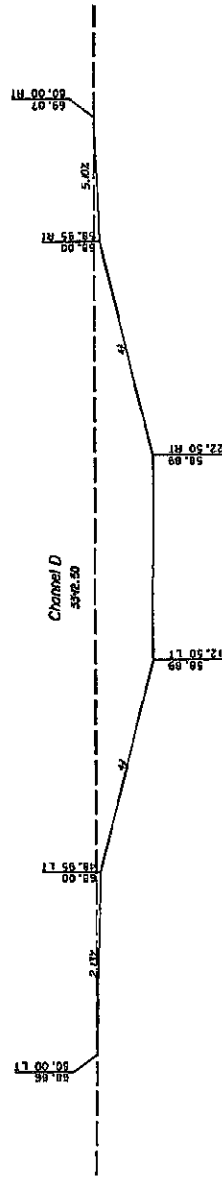
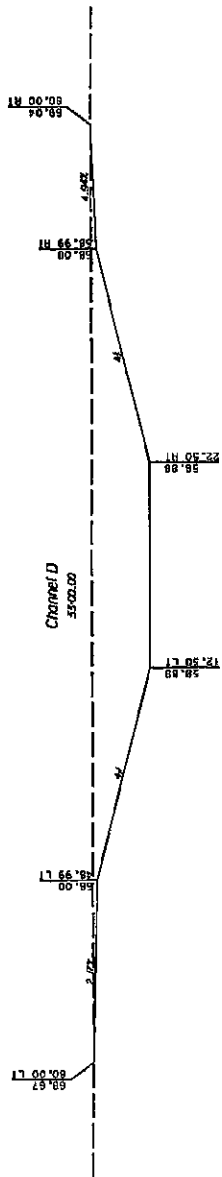
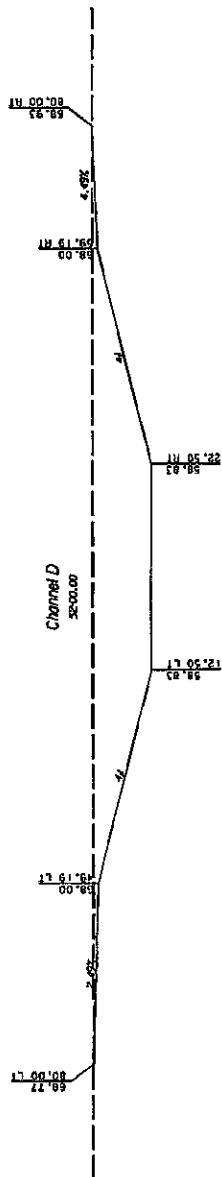


NEW_4



NEW_5

0' 5' 10' 20'
SCALE 1"=20'



NEW_6