

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT
(Powerline Road)

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 New Wine Chapel, a Texas non-profit corporation, (hereinafter referred to as "Owner"), a company 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, the Owner proposes to develop its subdivision of 4.8175 acres of land situated in the J.J. Dickerson Survey, Abstract No. 127 and the B.B.B. & C. Railroad Company, Survey No. 1, in Fort Bend County, Texas (the "Owner Property"); and

WHEREAS, Powerline Road is a public roadway maintained by the County and adjacent to the Owner Property; and

WHEREAS, Owner and County desire to enter into a Development Agreement to memorialize the terms in which the Owner will dedicate a portion of its Owner Property within a subdivision plat to be submitted for approval of the County, and contribute to funding future improvements to Powerline Road, if certain conditions are met.

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

1. Owner's Responsibilities. The Owner agrees to perform the following:

(a) Dedicate a 0.4146 of an acre portion of its Owner Property adjacent to Powerline Road, as shown on the proposed subdivision plat attached hereto as Exhibit "A" and incorporated herein for all purposes, to the "Public" accommodate future widening of the roadway in such proposed subdivision plat to be considered by the County's Commissioners Court for approval.

(b) Contribute to the funding of the County's reconstruction of Powerline Road to a four-lane boulevard, if the County determines such contribution is warranted. The Owner currently proposes to develop and use the Owner Property primarily as a church facility with the capacity to accommodate approximately 150 people. Should Owner, its successors or assigns use the Owner Property for any other primary use or expand the facility, Owner, its successors or assigns shall notify the County of such change prior to making any improvements pursuant to such change. Upon a determination of the potential economic or traffic generation by the proposed change on Powerline Road, at the sole discretion of the County, the Owner may be required to contribute funding to the reconstruction of Powerline Road based on the following:

- (I) If the County has initiated the reconstruction of Powerline Road at the time the County receives notice of a proposed change in use to Owner Property, the Owner, its successors or assigns shall contribute the pro-rated cost for a half-boulevard for the 1,356 linear feet of Owner Property adjacent to Powerline Road based on the estimated construction cost; or
- (II) If the County has not initiated reconstruction of Powerline Road at the time the County receives notice of a propose change in use to Owner Property, the Owner, its successors or assigns shall contribute the pro-rated cost for a half-boulevard for the 1,356 linear feet of Owner Property adjacent to Powerline Road based on actual construction cost.

2. County's Responsibilities. In exchange for Owner's commitment to include the dedication of a 0.4146 of an acre portion of Owner Property to the public for right of way in the proposed subdivision plat as shown on Exhibit A, and contribute funds for improvements to Powerline Road upon a change in use within Owner Property, the County agrees perform the following:

(a) Complete improvements to Powerline Road in accordance with County design and construction standards when the County determines, in its sole discretion, that the improvements to Powerline Road are feasible; and

(b) Present the proposed subdivision plat for consideration by the County's Commissioners Court for approval.

3. Disclaimer/Waiver of Damages/Liability

(a) Owner acknowledges and agrees that County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee, representation and/or warranty, of any work performed by County, or their agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of Powerline Road, in whole or in part.

(b) Owner acknowledges and agrees that County shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or Owner Property, resulting, in whole or in part, directly or indirectly, from County's failure to complete its responsibilities stated herein by any certain date and/or as set forth in this Agreement.

(c) Owner 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), it/they may have with regard to the construction and/or completion of Powerline Road and/or any other act and/or omission relating, directly or indirectly, to Powerline Road, 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, the negligence, breach of this Agreement or willful misconduct of County or its authorized officers, agents, representatives or employees

4. PARTIES' ACKNOWLEDGEMENT OF COUNTY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND

REGULATIONS/OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) OWNER ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION MADE BY OWNER 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) OWNER 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) OWNER 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.

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

6. Default. In the event Owner fails to comply with any of the provisions of this Agreement within sixty (60) business days after Owner'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 refuse to accept any portion of any public improvements on the Owner Property and/or associated with the development of the Owner Property; and/or
- (b) to refuse to finally accept the Owner Property and/or any portion thereof; and/or
- (c) to seek specific enforcement of this Agreement.

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

7. 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 Owner, to:

New Wine Chapel
Attention: A. Samuel Banjo
1108 FM 2977
Richmond, Texas 77469

(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) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 3 and 4 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:



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

Approved as to legal form:

Marcus D. Spencer, First Assistant County Attorney

OWNER:

New Wine Chapel,
a Texas non-profit corporation

By:

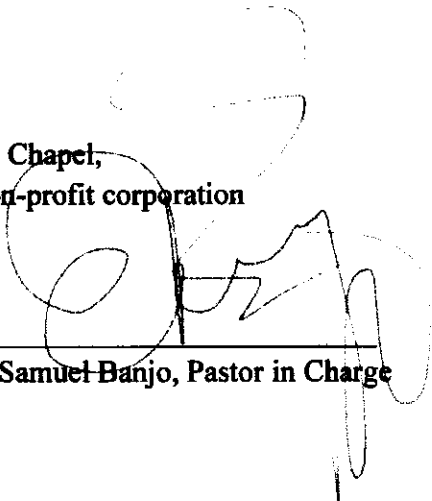

A. Samuel Banjo, Pastor in Charge

EXHIBIT A



UNRECORDED

WARRANTY DEED
WITH VENDOR'S LIEN IN FAVOR OF MORTGAGEE

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.

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THAT THE UNDERSIGNED, ROBERTA JEAN LINGNAU HODSON, a single woman, as to her 24.517 acres of the hereinafter described land, (herein called "Grantor"), for and in consideration of the sum of \$10.00 cash and other good and valuable consideration to Grantor in hand paid by NEW WINE CHAPEL, a Texas non-profit corporation (herein called "Grantee"), whose address is 1108 FM 2977, RICHMOND, TEXAS 77469, the receipt of which is hereby acknowledged, and of further consideration of the execution and delivery by Grantee of that one certain Promissory Note of even date herewith, in the principal sum of FOUR HUNDRED FOURTEEN THOUSAND AND NO/100 (\$414,000.00) DOLLARS (herein called the "Note"), payable to the order of PROSPERITY BANK (herein called "Mortgagee"), bearing interest from date at the rate specified, and containing provisions for attorney's fees, Mortgagee, at the special instance and request of the Grantee, advanced the sum of said Note as part purchase price for The Land herein conveyed, the receipt of which is hereby acknowledged, Mortgagee is hereby subrogated to all of the rights of Grantor herein; the Vendor's Lien and superior title is hereby expressly transferred to and retained in favor of Mortgagee to secure the payment of the Note, the same as if Mortgagee was the Grantor herein; the Note is further and additionally secured by a Deed of Trust of even date herewith from Grantee to DAVID ZALMAN, TRUSTEE, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee all that certain tract or parcel of land and all improvements located thereon (herein called "The Land"), more particularly described as follows:

BEING A TRACT OF LAND CONTAINING 49.035 ACRES (2,135,963 SQUARE FEET), MORE OR LESS, SITUATED IN THE J. J. DICKERSON SURVEY, ABSTRACT NO. 127 AND THE B.B.B. & C. RAILROAD COMPANY SURVEY NO. 1, FORT BEND COUNTY, TEXAS, BEING OUT OF THE ISABEL DYER DEASLEY SUBDIVISION, RECORDED IN VOLUME 38, PAGE 518 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, AND BEING ALL OF A 24.517 ACRE TRACT OF LAND CONVEYED UNTO ROBERTA JEAN LINGNAU HODSON, BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO(S). 1976047023, ALL OF A 8.173 ACRE TRACT OF LAND CONVEYED UNTO PATSY NELL LINGNAU WATTS BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 1976047027, AND ALL OF A 16.345 ACRE TRACT OF LAND CONVEYED UNTO ERWIN LINGNAU JR. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 1976047026, OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, his heirs and assigns, ONE HUNDRED PERCENT (100%) of the interest in the oil, gas and other minerals in and under and that may be produced from the above property. In conducting operations of whatsoever nature with respect to the exploration for, exploitation of, mining and production, processing, transporting, and marketing of oil, gas and/or other minerals from the Property or in connection with the conduct of other activities associated with its ownership of the oil, gas and mineral interests in the Property, Grantor agrees not to use, enter upon, or occupy any portion of the surface of the Property and not to place any fixtures, equipment, buildings or structures thereon; provided, however, nothing hereby contained shall be construed as waiving, releasing or relinquishing any right, title or interest of Grantor in and to the oil, gas and other minerals in and under and that may be produced from said land. Additionally, this waiver of surface rights shall not be construed as a waiver of the right of Grantor to exploit, explore for, develop, mine, or produce such oil, gas and/or other minerals with wells drilled on the surface of lands other than the Property, including, but not limited to, directional wells bottomed beneath or drilled through any part (other than the surface) of the Property or by pooling its oil, gas and mineral interests with lands adjoining the Property in accordance with the laws and regulations of the State of Texas.

The conveyance is made and accepted subject to the following matters, but only to the extent they are in effect at this time and only to the extent that they relate to The Land: The lien for current ad valorem taxes and maintenance assessments (if any) not in default, land use restrictions, deed restrictions, covenants, easements, outstanding mineral reservations, rights and royalties, if any, shown of record in the above mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, to which The Land is subject.

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To have and to hold The Land together with all rights and appurtenances thereto in anywise belonging, subject to the foregoing terms, unto Grantee their heirs, executors, administrators, personal and legal representatives, successors and assigns forever, and Grantor does hereby bind themselves, their heirs, executors, administrators, personal and legal representatives, successors and assigns to warrant and forever defend The Land, subject to the foregoing terms, unto Grantee, their heirs, executors, administrators, personal and legal representatives, successors and assigns, against every person and entity whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the **VENDOR'S LIEN**, including the **SUPERIOR TITLE**, is retained against The Land in favor of Mortgagee, its successors and assigns, until the Note and all accrued interest thereon, and all renewals and/or extensions thereof, together with all interest thereon, is fully paid according to its face and tenor, effect and reading, and together with all additional sums which may become due and payable by the terms of said Note and/or by the terms of the aforesaid Deed of Trust, when this Deed shall become absolute, and Grantor hereby transfers unto said Mortgagee, its successors and assigns, the Vendor's Lien and Superior Title to The Land, in the same manner and to the same extent as if the Note had been payable to the order of Grantor and by said Grantor assigned to said Mortgagee without recourse.

Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include the other genders, including the neuter, and either the singular or plural shall include the other.

Grantee joins in the execution of this Warranty Deed for the purpose of accepting delivery hereof, and to acknowledge, consent and agree to the terms and conditions of this instrument.

All ad valorem taxes and assessments on the Property have been prorated between the parties hereto as of the date of this Deed, and Grantee assumes liability for the payment thereof and for subsequent years.

EXECUTED as of date acknowledged to be effective JUNE 5, 2015.

GRANTOR:

Roberta Jean Lingnau Hodson
ROBERTA JEAN LINGNAU HODSON

GRANTEE:

NEW WINE CHAPEL, a Texas non-profit corporation

Adeleke Samuel Banjo
ADELEKE SAMUEL BANJO, CHAIRPERSON

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 5 day of June, A.D., 2015, by ROBERTA JEAN LINGNAU HODSON.



Dawn Carden
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 5 day of June, A.D., 2015, by ADELEKE SAMUEL BANJO, CHAIRPERSON OF NEW WINE CHAPEL, a Texas non-profit corporation, in the capacity therein stated and on behalf of said non-profit corporation.



Dawn Carden
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

Being a tract of land containing 49.035 acres (2,135,963 square feet), situated in the J.J. Dickerson Survey, Abstract No. 127 and the B.B. & C. Railroad Company Survey No. 1, Fort Bend County, Texas, being out of the Isabel Dyer Beasley Subdivision, recorded in Volume 30, Page 518 of the Deed Records of Fort Bend County, Texas, and being all of a 24.517 acre tract of land conveyed unto Robert Jean Lingnau Hodson, by deed recorded under County Clerk's File No(s). 1976047028, all of a 8.173 acre tract of land conveyed unto Patsy Nell Lingnau Watis by deed recorded in County Clerk's File No. 1976047027, and all of a 16.345 acre tract of land conveyed unto Erwin Lingnau Jr. by deed recorded in County Clerk's File No. 1976047026, of the Official Public Records of Fort Bend County, Texas, said 49.035-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found wheel axle marking the west corner of an original 98.07 acre tract as recorded in Volume 79, Page 64, of the Deed Records of Fort Bend County, Texas, said corner being the west corner of the Alfred Lingnau 32.69 acre Tract # A, as recorded in Volume 441, Page 146, of the Deed Records of Fort Bend County, Texas, and being the west corner of the said tract herein described;

THENCE North 45° 00' 00" East, passing a point in the southwest right-of-way line of Powerline Road (60.00 feet wide) at a distance of 1,545.00 feet, from which a 1/2-inch iron rod bears South 06° 53' 00" East, a distance of 1.50 feet, and continuing for a total distance of 1,576.00 feet to a point in said Powerline Road for the north corner of the said tract herein described;

THENCE South 44° 54' 20" East, along said Powerline Road, a distance of 1,356.27 feet to a point in said Powerline Road for the east corner of the said tract herein described;

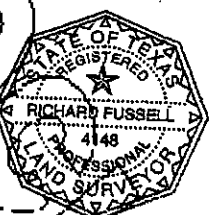
THENCE South 45° 00' 00" West, passing a found 1/2-inch iron pipe in the southwest right-of-way line of said Powerline Road, and continuing for a total distance of 1,573.76 feet to a found 1-inch iron pipe for the south corner of the said tract herein described;

THENCE North 45° 00' 00" West, a distance of 1356.27 feet to the POINT OF BEGINNING and containing 49.035 acres (2,135,963 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated May 16, 2015, job number 5-36127-15.

Survey 1, Inc.
P.O. Box 2543,
Alvin, TX 77512
281-393-1382

[Handwritten signature]



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