

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**DEVELOPMENT AGREEMENT**  
(Bamore Road, Segment 2)

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into by and between Fort Bend County, Texas (the “County”), a body politic acting herein by and through its Commissioners Court, and Chad Wleczyk (the “Owner”). The County and the Owner may be individually referred to as a “Party” or collectively as the “Parties.”

WHEREAS, the Owner proposes to develop approximately 9.5254 acres of land situated in Fort Bend County, Texas, (the “Owner Property”); and

WHEREAS, Bamore Road is a public roadway currently planned for improvements by the County that will extend through the Owner Property; and

WHEREAS, the Parties desire to enter into a Development Agreement to memorialize the terms in which the Owner will sell a portion of the Owner Property and the County will purchase said portion of the Owner Property.

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

1.     Purchase of Property.

(a)     Subject to the terms and conditions of this Agreement, the Owner agrees to sell to the County, and the County agrees to purchase from the Owner, a portion of the Owner Property containing approximately 1.306 acres identified as “Acquisition for Roadway and Drainage” (hereinafter referred to as “Acquisition Parcel”) and more particularly described on as shown on Exhibit “A” attached hereto and incorporated herein for all purposes, for \$76,800.00 pursuant to the form of General Warranty Deed attached hereto as Exhibit “B” and incorporated herein for all purposes;

(b)     The County shall use the Acquisition Parcel for roadway and drainage purposes related to the improvements to Bamore Road, Segment 2 under its Mobility Bond Program Project Number 17105.

2.     Additional Conveyances or Contributions. In exchange for the Owner’s commitment to sell the Acquisition Parcel under the terms stated herein, the Owner shall have no obligation to convey additional portions of Owner Property to County for improvements to Bamore Road, Segment 2 or contribute any monetary funds for such improvements to County as a condition of subdivision plat approval for the remaining portions of the Owner Property.

3.     Disclaimer/Waiver of Damages/Liability

(a)     The Owner acknowledges and agrees that the 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 Bamore Road, Segment 2, in whole or in part.

(b) The Owner acknowledges and agrees that the County shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or the Owner Property, resulting, in whole or in part, directly or indirectly, from the County's failure to complete its responsibilities related to the construction of Bamore Road, Segment 2 stated herein by any certain date and/or as set forth in this Agreement.

(c) The Owner hereby releases the 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 Bamore Road, Segment 2 and/or any other act and/or omission relating, directly or indirectly, to Bamore Road, Segment 2, 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 of default by either Party under this Agreement, each party 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:

Chad Wleczyk  
2323 Cottonwood School Road  
Rosenberg, Texas 77471-8644

(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.

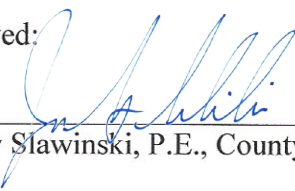
FORT BEND COUNTY:

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

Attest:

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

Approved:   
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

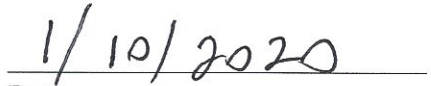
Approved as to legal form:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

OWNER:



Chad Wleczyk



Date

# EXHIBIT A

State of Texas  
County of Fort Bend

**Acquisition for Roadway and Drainage  
DESCRIPTION of 1.306 acre tract**

Being 1.306 acres of land situated in the S.A. Stone Survey, Abstract No. 392 and in the J. Hughes Survey, Abstract No. 197, Fort Bend County, Texas, being a portion of a called 9.5254 acre tract described in deed to Chad Wleczyk, as recorded under Fort Bend County Clerk File (FBCCF) No. 2015058388, and being more particularly described by metes and bounds as follows with all bearings referenced to the Texas Coordinate System of 1983, South Central Zone 4204, coordinates shown herein are grid and may be converted to surface by dividing by a combined scale factor of 0.99986826396:

**COMMENCING** at an iron axle with gearhead found having grid coordinates of (X=2977111.89, Y=13752272.93) being in the southeast Right-of-Way (R.O.W.) line of Cottonwood School Road (variable width with assumed prescriptive rights), and being the north corner of a called 2.00 acre tract of land described in deed to Mowry Investments, LLC, as recorded in FBCCF No. 2012137022, and being the north corner of a called 147.77 acre Tract No. 2, as described in Case Number 46-CPR-003206 of the Official Probate Case Records of Fort Bend County Texas;

**THENCE** South 43°13'25" West, along the southeast Right-of-Way line of said Cottonwood School Road a distance of 1133.23 feet to a point being the west corner of said called 9.5254 acre tract in common with the north corner of a called 4.5918 acre tract described in deed to Hardin Commercial LLC, as recorded under FBCCF No. 2014094231 from which a 5/8 inch iron rod found bears South 47°02'14" East, a distance of 2.70 feet;

**THENCE** South 47°02'14" East, along the northernmost southwest line of said called 9.5254 acre tract in common with the northeast line of said called 4.5918 acre tract, a distance of 674.26 feet to a 5/8 inch capped iron rod found, being the easternmost west corner of said called 9.5254 acre tract in common with the east corner of said called 4.5918 acre tract;

**THENCE** South 43°06'23" West, along the southernmost northwest line of said called 9.5254 acre tract in common with the southeast line of said 4.5918 acre tract a distance of 258.29 feet to a 5/8 inch iron rod capped 'Amani' set for the **POINT OF BEGINNING**, having grid coordinates (X=2976652.78, Y=13750799.26), being the north corner of the herein described tract, and being in a curve to the left with a radius of 1950.00 feet;

**THENCE** along said curve to the left, an arc length of 494.84 feet, a central angle of 14°32'22", a chord bearing North 76°29'23" East, a chord distance of 493.51 feet to a 5/8 inch iron rod capped 'Amani' set being in the east line of said 9.5254 acre tract in common with the west line of a called 26.475 described in deed to Houston Lighting & Power Co., as recorded in FBCCF No. 8667617, and being the northeast corner of the herein described tract, from which a 1/2 inch iron pipe found bears North 06°41'20" East, a distance of 123.83 feet, being the northeast corner of said called 9.5254 acre tract, and being in the west line of said called 26.475 acre tract;

**THENCE** South 06°41'20" West, along the east line of said called 9.5254 acre tract in common with the west line of said called 26.475 acre tract, a distance of 134.20 feet to a 5/8 inch iron rod capped 'Amani' set, being the southeast corner of the herein described tract, and being in a curve to the right with a radius of 2070.00 feet;

State of Texas  
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**THENCE** along said curve to the right, an arc length of 412.85 feet, a central angle  $11^{\circ}25'38''$ , a chord bearing South  $76^{\circ}38'50''$  West, a chord distance of 412.16 feet to a 5/8 inch iron rod capped 'Amani' set, being in the southwest line of said called 9.5254 acre tract in common with the northeast line of a called 21.734 acre tract described in deed to Ke-He Ruan and Kathy(Xiu-Zhu) Tang, as recorded in FBCCF No. 2009095423, and being the southwest corner of the herein described tract, from which a 1/2 inch iron pipe found bears South  $46^{\circ}55'20''$  East, a distance of 480.52 feet;

**THENCE** North  $46^{\circ}55'20''$  West, along the southwest line of said called 9.5254 acre tract in common with the northeast line of said 21.734 acre tract, a distance of 123.49 feet to a 5/8 iron rod found, being the southernmost west corner of said called 9.5254 acre tract, being in the northeast line of said called 21.734 acre tract, being the south corner of a said called 4.5918 acre tract, and being the west corner of the herein described tract;

**THENCE** North  $43^{\circ}06'23''$  East, along the southernmost northwest line of said called 9.5254 acre tract, in common with the southeast line of said called 4.5918 acre tract, a distance of 39.51 feet to the **POINT OF BEGINNING** as surveyed by Amani Engineering on June 11, 2019, and containing 1.306 acres of land.

This legal description is accompanied by a plat of even date.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey.

*William H. Reimer III* 06-14-19

William H. Reimer III  
R.P.L.S. No. 4044  
Amani Engineering, Inc.  
8303 Southwest Freeway Ste. 600  
Houston, Texas 77074  
Tel 713.270.5700  
TBPLS Firm No. 10028200

Date



**GENERAL NOTES**

1. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (2011) SOUTH CENTRAL ZONE. COORDINATES SHOWN HEREON ARE IN NAD 83 UNLESS OTHERWISE NOTED AND MAY BE CONVERTED TO SURFACE BY DIVIDING BY APPLYING THE FOLLOWING CORRECTED SCALE FACTOR: 0.99999925396.
2. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY, ABSTRACTORS' CERTIFICATE BY TITLE HOUSTON HOLDINGS OF NUMBER: 7910-18-5240, 10/26/2018.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND MAY NOT SHOW ALL ENCUMBRANCES TO THE SITE.
4. THIS PLAN IS ACCOMPANIED BY A LEGAL DESCRIPTION OF EASE DATE.

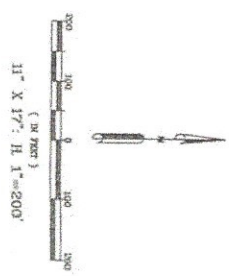
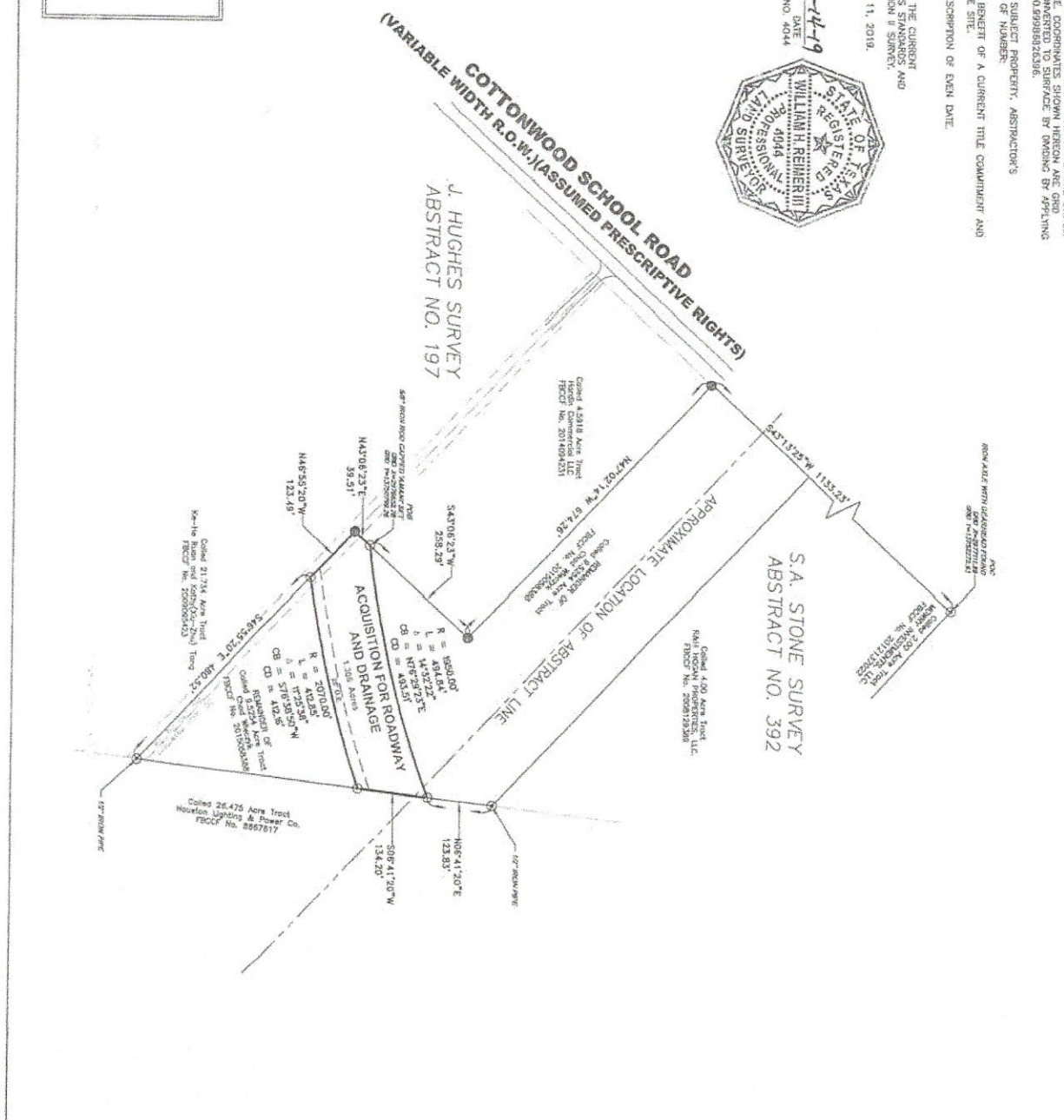
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SURVEYING PRACTICES AND STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION II SURVEY. THE FIELD WORK WAS COMPLETED ON JUNE 11, 2019.

*William H. Remmer III* 06-14-19  
 WILLIAM H. REMMER III DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4944  
 6303 SOUTHWEST FREEMAN, SUITE 800  
 HOUSTON, TEXAS 77074



**LEGEND:**

●	POINT OF COMMENCEMENT
○	POINT OF BEGINNING
○	5/8" IRON ROD WITH CAP
○	STANDARD MARK SET
○	5/8" IRON ROD WITH CAP
○	(UNLESS OTHERWISE NOTED)
○	IRON PIPE FOUND



PROJECT NO.	18-14-B	SHEET NO.	2
PROJECT DATE	11-14-18	SHEET NO.	
<b>FORT BEND COUNTY</b>			
ENGINEERING DEPARTMENT			
<b>BARORE SEGMENT 2</b>			
<b>FROM KLAUKE RD TO COTTONWOOD RD</b>			
<b>ACQUISITION FOR</b>			
<b>ROADWAY AND DRAINAGE</b>			
DESIGNED BY:	AMANI	CHECKED BY:	BRANN BY: MB
DESIGNED BY:	AMANI	CHECKED BY:	MB
Amani Engineering, Inc. 5400 ENGINEERS FREEMAN SUITE 500 HOUSTON, TEXAS 77074 TEL: (713) 720-5700 FAX: (713) 720-5700 TBE REG. NO. F-4528			
PROJECT NO. 18-14-B SHEET NO. 2			

# EXHIBIT B

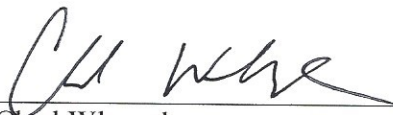


If current ad valorem taxes on said Property have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on period of ownership.

Grantee's address is 301 Jackson Street, Richmond, Texas 77469.

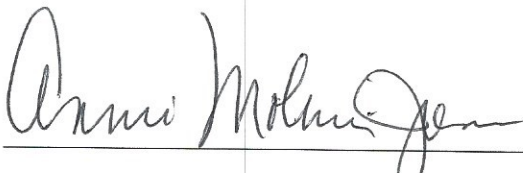
EXECUTED on this the 10 day of January, 2020.

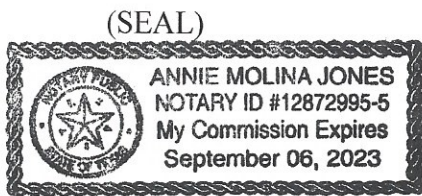
**GRANTOR:**

  
\_\_\_\_\_  
Chad Wleczyk

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

This instrument was acknowledged before me on the 10<sup>th</sup> day of January, 2020 by Chad Wleczyk.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



Attachments:  
Exhibit A – Legal Description of the Property

After Recording Return to:  
Fort Bend County Engineering  
301 Jackson Street  
Richmond, Texas 77469