

STATE OF TEXAS

§

COUNTY OF FORT BEND

§

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**AMENDMENT TO DEVELOPMENT AGREEMENT**

**(INDIGO)**

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and 300 Acres, LLC, (the "Owner"), a limited liability company. The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties previously entered into the Development Agreement, on or about February 7, 2023, to memorialize the terms in which the Owner will submit subdivision plats to the County for approval, (the "Agreement"), attached hereto as Exhibit "1" and incorporated fully by reference; and

NOW, THEREFORE, County and Owner desire to amend said Agreement as set forth below:

I. Amendments

1. **General Building Setback Restrictions.** Section 5.12.C.2, included within Exhibit A of the Agreement, currently reads as follows:

"Side Setback

- Amend to be not less than 5'."

Section 5.12.C.2, included within Exhibit A of the Agreement, is amended to read as follows:

"Side Setback

- Amend to be not less than 5' when edge of property is adjacent to a street.
- Amend to be not less than 0' when edge of property adjoins another platted lot."

2. **Modifications.** This Amendment accomplishes a modification only to Section 5.12.C.2 of Exhibit A of the Agreement. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
3. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
4. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall

be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

5. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

**300 ACRES, LLC**

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

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Scott Snodgrass  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

Vice President  
\_\_\_\_\_  
Title

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

12/17/2023  
\_\_\_\_\_  
Date

APPROVED:

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

Exhibit 1: Development Agreement, executed by the Parties, on or about February 7, 2023;

# EXHIBIT A

THE STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND         §

**DEVELOPMENT AGREEMENT**  
 (Indigo)

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 300 Acres, LLC, a limited liability company applying for a series of subdivision plats to develop property in Fort Bend County (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 land situated in the Jane Wilkins Survey, A-96 in Fort Bend County, Texas that is located within the boundaries of Fort Bend County Municipal Utility District No. 251, as currently existing or may be expanded in the future, (the “Owner’s Property”); and

WHEREAS, the Owner requests approval to develop the Owner’s Property using alternatives to the standards for development under the County’s Regulations of Subdivisions (“Regulations”) in order to achieve its concept of a connected, pedestrian-oriented community with a wide diversity of home types; and

WHEREAS, the Parties desire to enter into a Development Agreement to memorialize the terms in which the Owner will submit subdivision plats to the County for approval of its Commissioners Court under such alternative standards for development.

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. The Owner agrees to submit subdivision plats for development of the Owner’s Property meeting the requirements of the Regulations, except as provided for as alternative standards to the Regulations described in the request for amendments attached hereto as Exhibit A and incorporated herein for purposes; and

B. The Owner shall submit a request to the County for an amendment to the Major Thoroughfare Plan (the “MTP”) for collector roadways between Harlem Road, US 90A, and SH 99 south of Bullhead Bayou.

2.     County’s Responsibilities. The County hereby approves the alternative standards to the Regulations described in Exhibit A, as applied only to the Owner’s Property. In exchange for the Owner’s commitment to submit subdivision plats in accordance with Section 1 above, the County agrees to present the proposed subdivision plats and requested amendments to the MTP for consideration by the County’s Commissioners Court for approval.

3.     Limitations of Agreement. The Parties hereto acknowledge this Agreement is limited to the development of Owner’s 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.

4. Default. In the event the Owner fails to comply with any of the provisions of this Agreement within sixty (60) business days after the Owner's receipt of written notice thereof from the County, the County shall have the following remedies in addition to the 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's Property and/or associated with the development of the Owner's Property; and/or
- (b) to refuse to finally accept the Owner's Property and/or any portion thereof; and/or
- (c) to seek specific enforcement of this Agreement.

In the event of the County's default under this Agreement, the Owner will be entitled to seek any remedy available to it 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 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:

300 Acres, LLC  
7632 Hammerly Boulevard  
Houston, Texas 77055

(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 or delayed.

(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 law.

(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 the 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.

(r) Anti-Boycott Verifications. The Owner hereby verifies that they and their parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer and Landowner understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer or Landowner and exists to make a profit.

(s) Iran, Sudan, and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent companies, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>;  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>; or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer and Landowner understand "affiliate" to mean any entity that controls, is

controlled by, or is under common control with the Developer and Landowner and exists to make a profit.

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

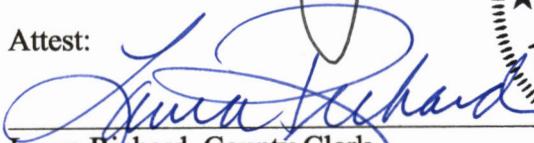
FORT BEND COUNTY:

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

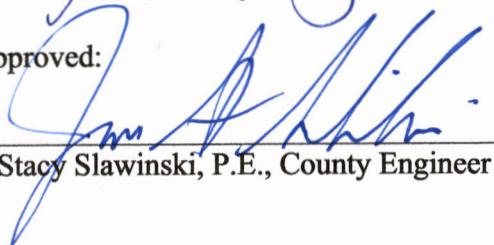


February 7, 2023  
Date

Attest:

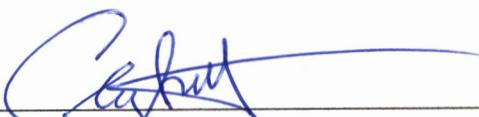
  
\_\_\_\_\_  
Laura Richard, County Clerk

Approved:

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

OWNER:

300 ACRES, LLC

  
\_\_\_\_\_  
Authorized Agent – Signature

CLAYTON GARRETT  
\_\_\_\_\_  
Authorized Agent – Name

PRESIDENT  
\_\_\_\_\_  
Title

1/18/23  
\_\_\_\_\_  
Date

# EXHIBIT A

COUNTY OF FORT BEND, TEXAS  
**REGULATIONS OF SUBDIVISIONS**

for Meristem Communities

August 29, 2022

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Meristem  
Communities



Within is a review of the County of Fort Bend Regulations of Subdivisions as well as the streets section of the Design Standards and Details found at:

<https://www.fortbendcountytexas.gov/government/departments/engineering/regulations-3864>

While we believe that the spirit of our proposed development is in line with the Fort Bend Regulations of Subdivisions, there are several items highlighted within pertaining to land use, development standards, residential development, and street sections in which we need alternative standards in order to achieve our concept of a connected, pedestrian oriented community with a wide diversity of home types.

The following edits have been organized according to the Regulations of Subdivisions and are identified as amendments, items to strike, or additions to the standards within the Regulations of Subdivisions.

## TABLE OF CONTENTS

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### Section 1 | Definitions

#### 1.1 Definitions

### Section 5 | Design Criteria

#### 5.4 Minor Collector Streets

#### 5.5 Residential Streets

##### B Right-of-Way Width

##### C. Curves and Intersections

#### 5.6 Other Street Requirements

##### B. Stub Streets

#### 5.11 Easements

##### A. Public Utility Easements

#### 5.12 General Building Setback Restrictions

##### C. Local Streets

##### D. Off-sets and Transitions

#### 5.14 Lots - General Provisions

##### A. General Lot Design

##### B. Lot Shapes

##### E. Minimum Lot Sizes - Residential Use

#### 5.16 Landscaping

##### A. Landscaping within ROW

### Drainage Criteria Manual

#### 5.3 Storm Sewers

##### 5. Inlets



## COMMUNITY PLANNING PRINCIPLES

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Celebrate the **connection** of people to the land, food and each other.

Create a **walkable** public realm.

Incorporate architecture that encourages **relationships** to be forged.

Offer **innovative** and **diverse** housing choices that are uniquely embedded throughout the neighborhood.



Utilize the site's **natural** water resources as a valued amenity for the community.

Create a **vibrant** mixed-use core at the heart of the community.



Establish a **wellness**-driven community centered around healthy lifestyle choices.

Build **resiliency** into every facet of the community through thoughtful planning, diversity, redundancy, adaptability and authenticity.

## SECTION 1 | DEFINITIONS

### 1.1 DEFINITIONS

- Amend 'Alley' to be defined as: A public or private right-of-way which is used primarily as secondary access to individual properties which otherwise have primary access from an adjacent public street or common open space or courtyard.

## SECTION 5 | DESIGN CRITERIA

### 5.4 MINOR COLLECTOR STREETS

- Amend to allow on-street parking to begin at 200' from the Harlem Road right-of-way.

### 5.5 RESIDENTIAL STREETS

#### B. Right-of-Way Width

##### 2. 50' Street Right-of-Way

##### a. Pavement Width

- Amend to allow 23' wide back to curb and gutter section and raised pedestrian tables at intersections and pedestrian crossings. Parking shall be prohibited in any street section narrower than 28' back of curb.

##### b. Lot types Served

- Amend to allow the service of attached single family homes.

##### c. Utilities in Right-of-Way

- Amend to add sanitary sewer as an allowable utility within the Right-of-Way.

##### 3. Minimum Radius

- Amend to 15' with the provision that all site visibility lines are maintained and the routing of infrastructure is not impacted.

##### 4. Corner Cutback

- Amend to 10' with the provision that all site visibility lines are maintained and the routing of infrastructure is not impacted.

#### C. Curves and Intersections

##### 2. Intersections

- Amend to allow a deviation of up to 15° with the approval of the County Engineer.



## **5.6 OTHER STREET REQUIREMENTS**

### **B. Stub Streets**

1. Strike requirement that they be terminated by a cul-de-sac.

## **5.11 EASEMENTS**

### **A. Public Utility Easements**

3. Public Utility Easement Widths, Dead-Ends
  - a. Pavement Width
    - Amend to exempt lots served by alleys from this requirement. Reduce easement width to be not less than 14 feet in width.
  - b. Pavement Width
    - Amend to state: All side lots and front lot utility easements, established within any subdivision plat shall not be less than 5' in width.
- C. Dead-end Public Utility Easements
  - Amend to allow dead-end public utility easements to service residential dwellings.



## **5.12 GENERAL BUILDING SETBACK RESTRICTIONS**

### **C. Local Streets**

1. Building Setback
  - a. Adjacent to street right-of-way
    - Amend to be not less than 5'.
2. Side Setback
  - Amend to be not less than 5'.
3. Rear Setback
  - Amend to be not less than 5'.
6. Residential Apartments adjacent to Streets
  - Amend to be 5' regardless of where the building entrance is located.
7. Other Properties not designed for Residential Development
  - Amend to be not less than 5'.

### **D. Off-sets and Transitions**

1. Transitional Building Setback Line
  - Amend to clarify that a transitional setback line is only required when lots are directly adjacent.



**5.14 LOTS - GENERAL PROVISIONS**

**A. General Lot Design**

- Clarify to allow residential lots to be provided vehicular access by way of shared parking lots provided the residential lot is within 200 feet of the parking and permanent pedestrian access easements are provided through reserve lots.

**B. Lot Shapes**

1. Relation to Street

a. Key or Flag Lots

- Amend the minimum width of the staff portion of a lot to be 5' per lot provided it is part of a permanent access easement with a minimum width of 20'.

b. Double-Front Lots

- Amend to allow double-front lots provided that vehicular access is only provided from the lesser street classification. In the instance of double-front lots, plat must include annotation that access is denied from the street of higher classification.

**E. Minimum Lot Sizes - Residential Use**

1. Corner Lots

- Amend to require corner lots be an additional 5' wider than the average of the three adjacent lots.

4. Minimum Lot Area

- Replace with lot sizes specified in Table 1 below.

TABLE 1 - Minimum Lot Area	
Single-Family Detached	
Detached	3,100 sq. ft.
Cottages	2,000 sq. ft.
Single-Family Attached	
Townhouse	800 sq. ft for alley-loaded units
Live-Work Units	800 sq. ft for alley-loaded units
Duplex	1,800 sq. ft for alley-loaded units
Triplex	800 sq. ft for alley-loaded units
Multi-Family	
Apartment	1,200 sq. ft

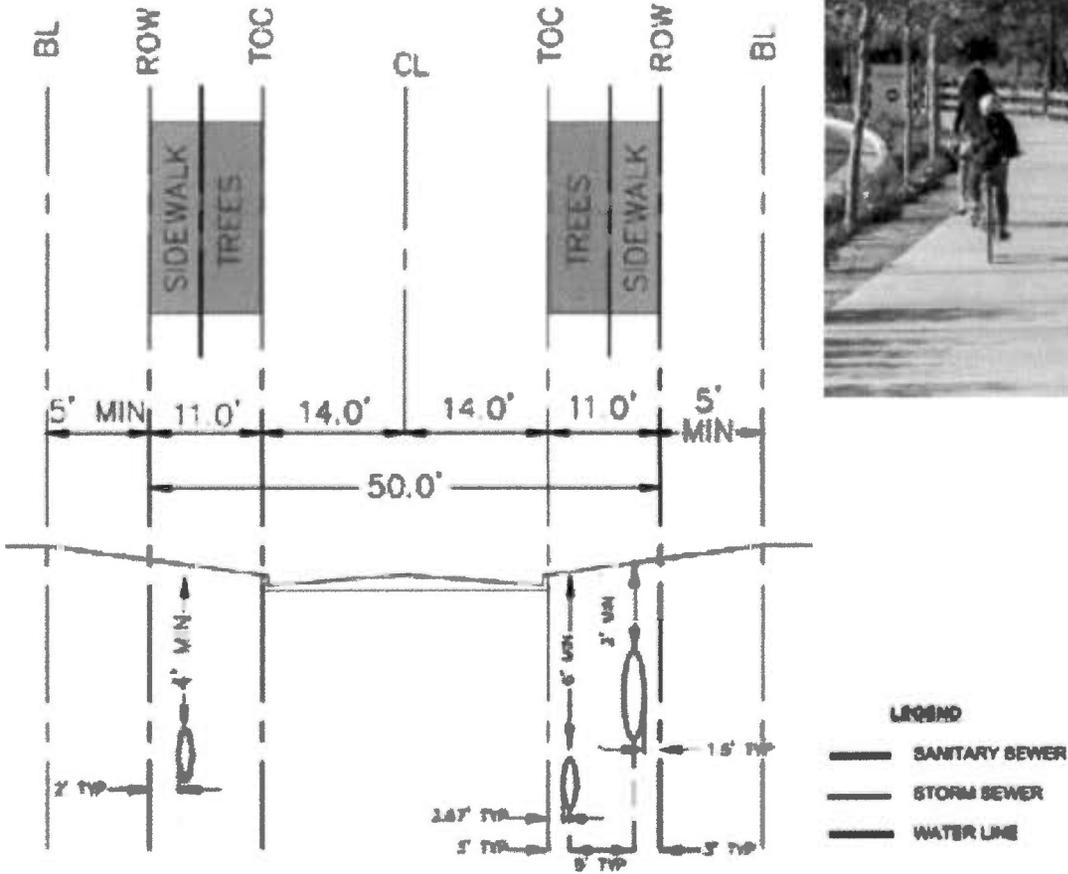


## 5.16 LANDSCAPING

### A. Landscaping within ROW

- Amend to also allow street trees within ROW/UEs where utilities are present when utilities are installed as in the 'Typical Street Cross Section' below. Street trees shall not interfere with traffic visibility, including traffic control devices or access of maintenance equipment to drainage facilities.

Figure 1 - Typical Street Cross Section



## DRAINAGE CRITERIA MANUAL

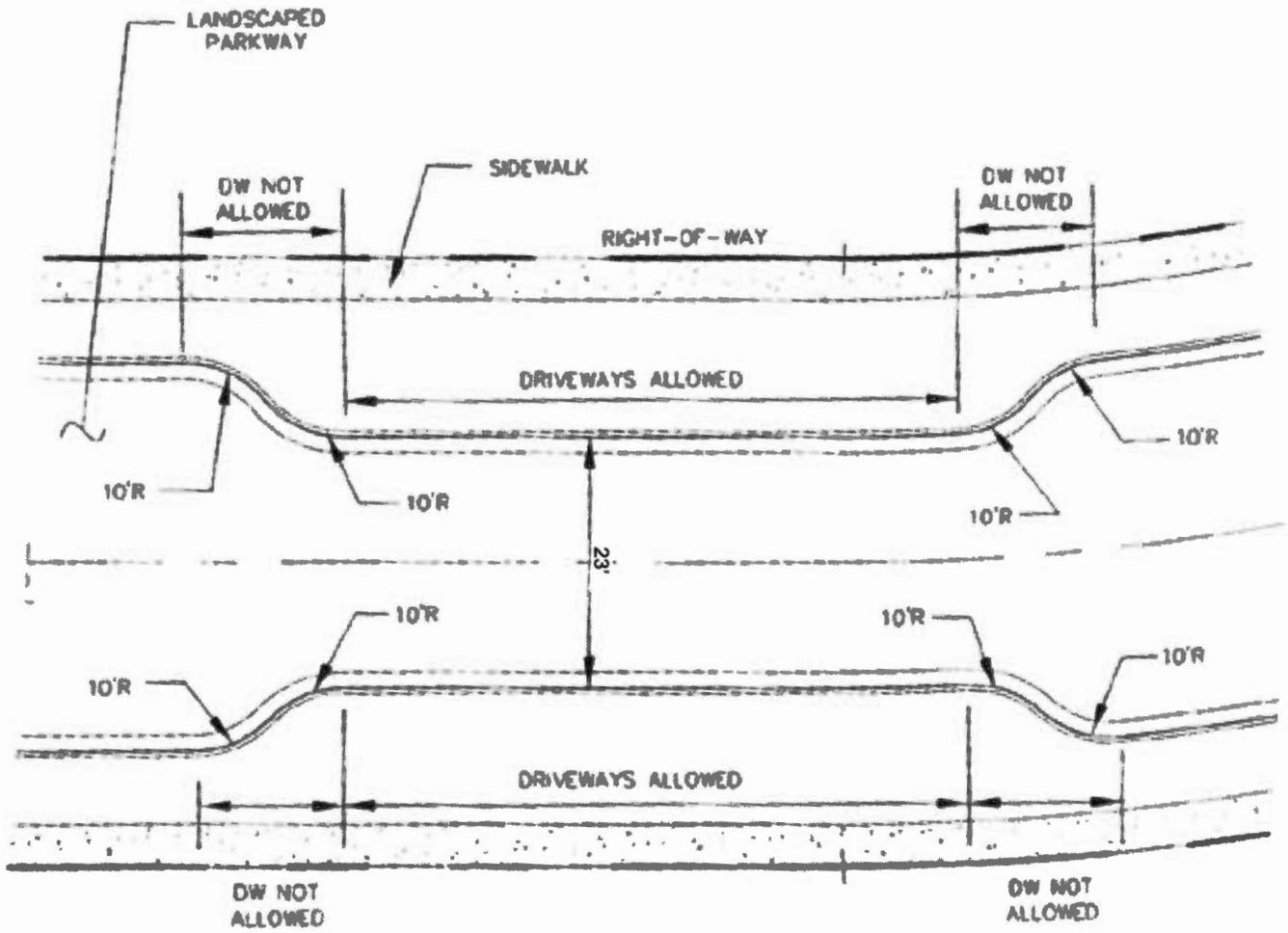
### 5.3 STORM SEWERS

#### 5. Inlets

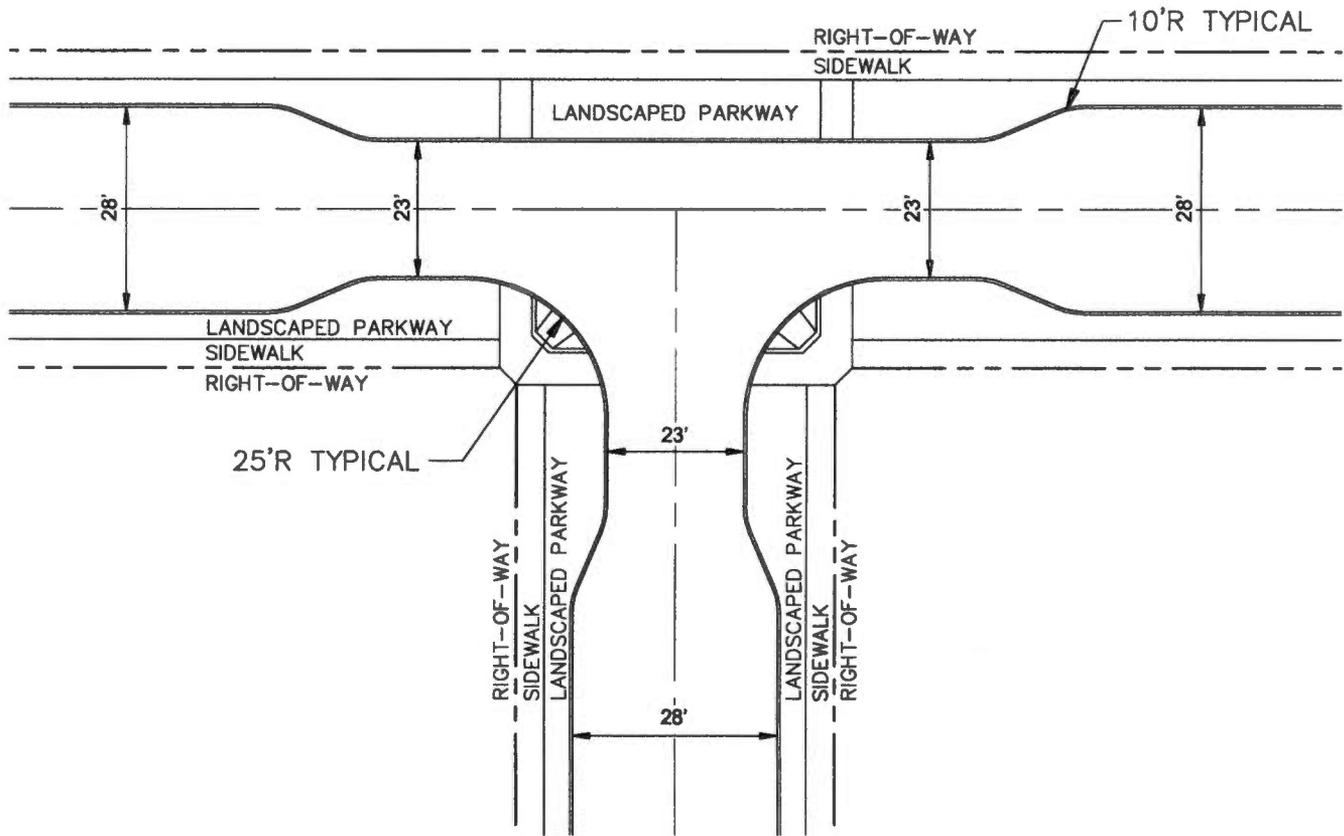
- Amend to allow Type "A" inlets in private streets.
- Amend to allow Type "B-B" inlets in all streets.



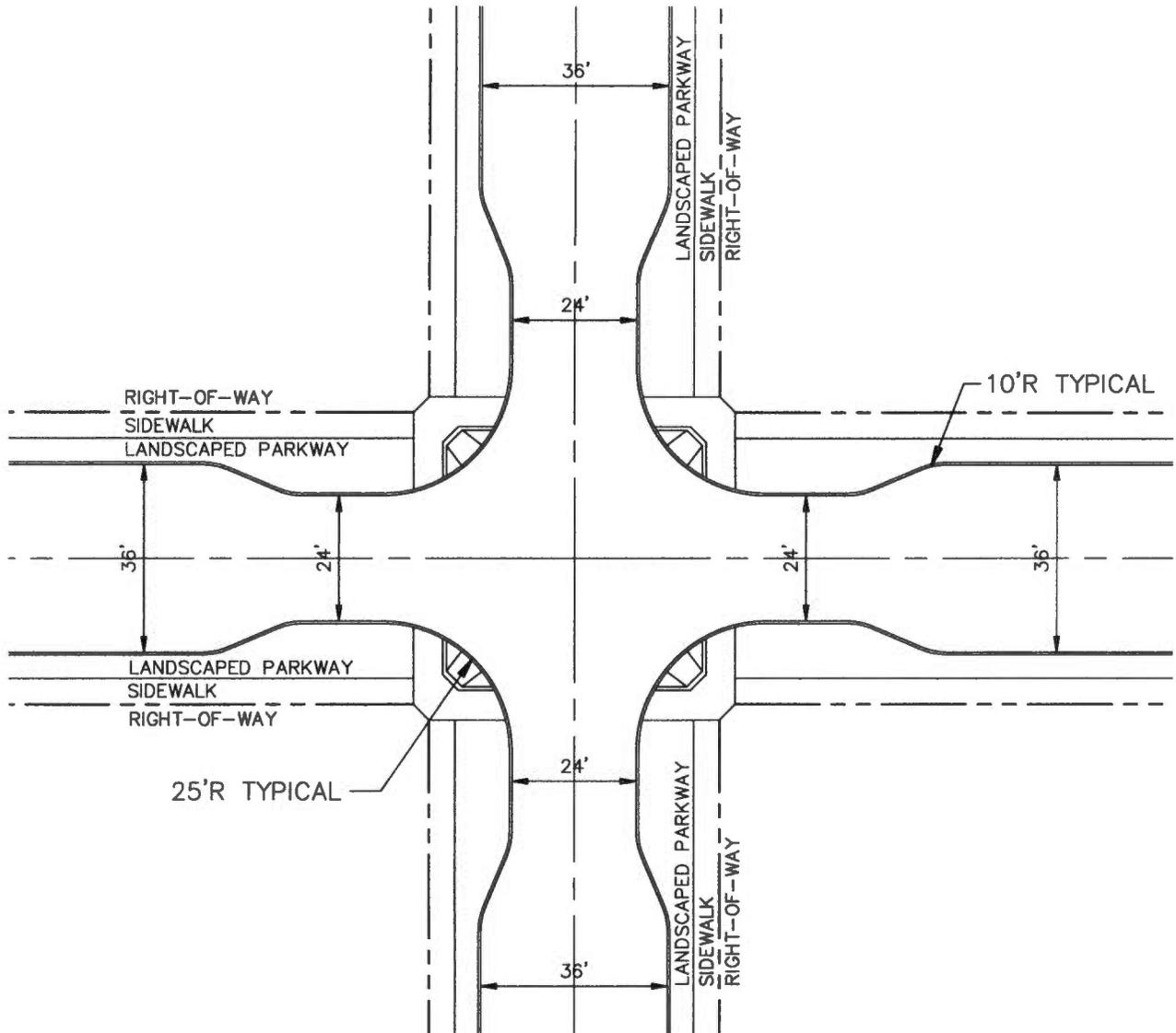
# PEDESTRIAN CROSSING



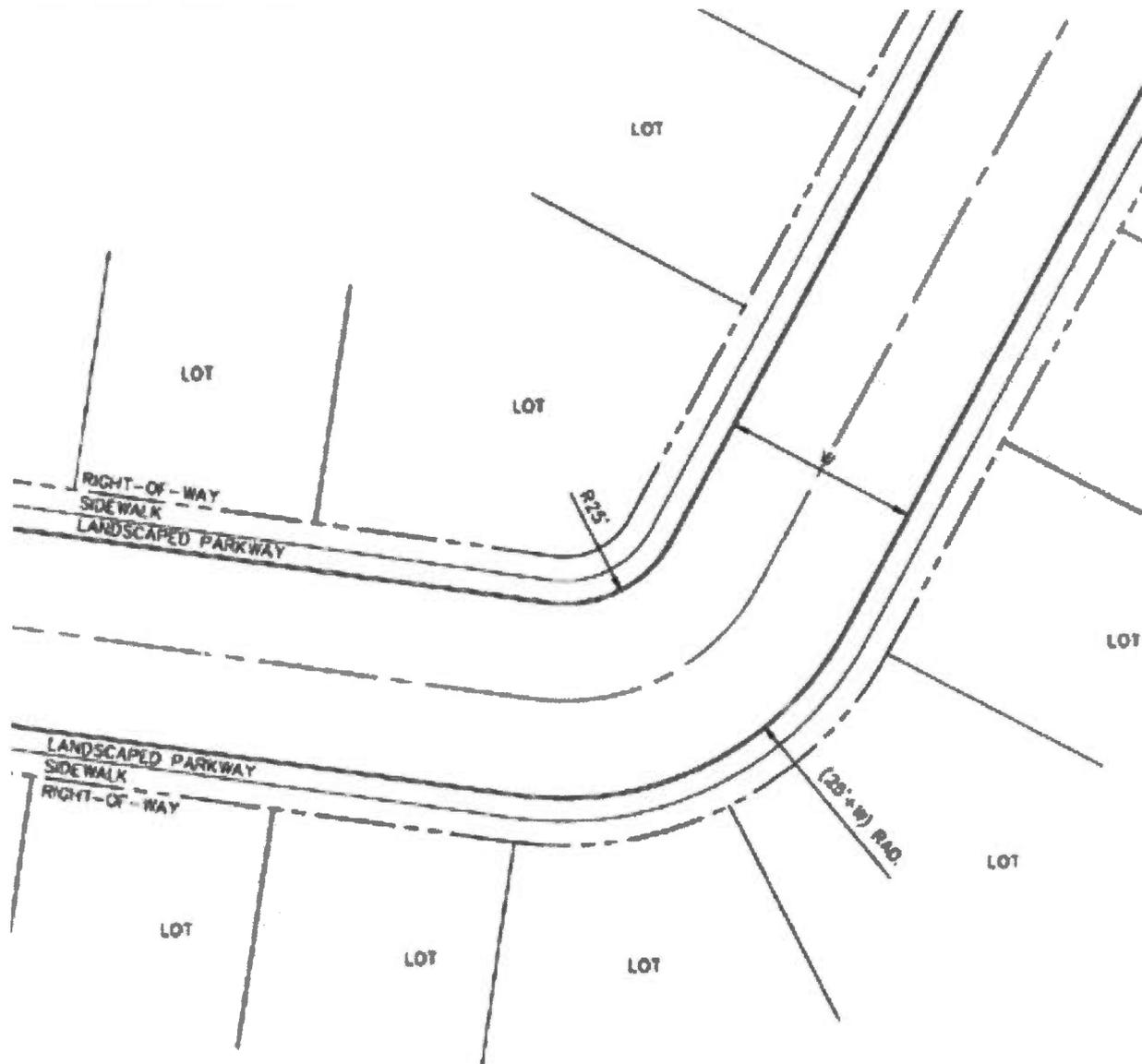
# T-INTERSECTION BULB-OUTS



# 4-WAY INTERSECTION BULB-OUTS



# MODIFIED KNUCKLE CORNER





Meristem  
Communities