

10/7/2024 - CAO Revised

STATE OF TEXAS §
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COUNTY OF FORT BEND §

**DEVELOPMENT AGREEMENT FOR THE DEDICATION, FUNDING,
AND CONSTRUCTION OF RIGHT-OF-WAY**

This Development Agreement for the Dedication of Right-of-Way ("Agreement") is entered into by and between FORT BEND COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and BSR Four Corners, LLC ("Developer"), a Texas Limited Liability Company and subsidiary of BSR Properties VI, LLC (the owner of the subject property). County and Developer may hereinafter be collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, Developer owns that certain real property consisting of 99.38 acres of land, more or less, situated along and adjacent to Bushnell Road rights-of-way, located in the William Garnett Survey, Abstract No. 182, Fort Bend County, Texas; said property being more fully described in deed recorded under Clerk's File No. 2021106246 of the Official Public Records of Fort Bend County, Texas (hereinafter the "Developer's Property"); and

WHEREAS, Developer is planning a single family development to be constructed in one section located on Developer's Property; and

WHEREAS, Developer has dedicated or proposes to dedicate portions of Developer's Property as public right-of-way to County; and

WHEREAS, in connection with the development of the Developer's Property, the Parties have determined that, as a matter of public safety and convenience, it is in the public interest to require the funding, dedication, and construction of said rights-of-way; and

WHEREAS, Developer and County desire to memorialize the terms for the same.

NOW, THEREFORE, County and Developer, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

1. **General Scope and Purpose of Agreement.** This Agreement sets forth the terms and conditions pursuant to which certain rights-of-way shall be dedicated, funded, and constructed adjacent to Developer's Property.
2. **Dedication, Funding, and Construction of Rights-of-Way.**

- (a) Developer shall dedicate or has dedicated right-of-way necessary for improvements to ensure adequate road traffic access and as follows:
 - (1) Developer shall dedicate or has dedicated land sufficient for the expansion of Bushnell Road and FM 1236 rights-of-way by Plat or Donation Deed to County in a form provided by County.
 - (2) Developer shall contribute funds necessary for said rights-of-way as follows:
 - a. For the Bushnell Road right-of-way, Developer shall contribute Zero and 00/100 Dollars (\$0.00) for 1640.01 feet of estimated frontage.
 - b. If any lot is converted from single family to any other use, the developer of that parcel shall contribute up to Ten thousand and 00/100 Dollars (\$10,000.00) toward the widening of Bushnell Road. Final amount will be determined by Fort Bend County upon initial review of the development site plan.
- (b) Notwithstanding the foregoing, nothing contained in this Agreement shall be construed to require County to make improvements to Bushnell Road right-of-way. County, in its sole discretion, shall determine if and when such improvements to the above-referenced roads shall be constructed in accordance with generally accepted traffic engineering principals.

3. **Conveyance and Acceptance of Rights-of-Way.**

- (a) Developer shall convey and grant unencumbered and marketable title to County in and to the following tracts for the Bushnell Road and FM 1236 rights-of-way:
 - (1) **Tract 1:** Being a 1.697 acre tract of land (73,921.32 square feet), more or less, located in the William Garnett Survey, Abstract No. 182, Fort Bend County, Texas.
 - (2) **Tract 2:** Being a 1.084 acre tract of land (47,219.04 square feet), more or less, located in the William Garnett Survey, Abstract No. 182, Fort Bend County, Texas.
- (b) Notwithstanding anything to the contrary provided in this Agreement, Developer understands and agrees that County's acceptance of any rights-of-way into the County Road Maintenance System and acceptance of the conveyance of fee simple title to the same will result in County maintaining roads and ditches only.

Developer further understands and agrees that the repair and maintenance of any storm sewer systems, detention ponds, sidewalks, utilities, or any other non-standard improvements or materials constructed within said rights-of-way under this Agreement shall remain the responsibility of Developer (even after said rights-of-way are conveyed or accepted by County) until such obligation is assumed by Developer's assignee or successor in interest.

- (c) Developer understands and agrees that Developer shall be responsible for payment of its respective share of ad valorem taxes on the above-referenced rights-of-way based on period of ownership.
- 4. **Assignment.** Developer's rights and obligations created under this Agreement may be transferred, assigned and delegated only with County's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Upon assignment of this Agreement by Developer, the assignee shall become fully responsible for all obligations of Developer under this Agreement. Developer binds itself and its successors, and assigns to this Agreement with respect to all covenants, terms and conditions of this Agreement.
- 5. **Developer's Acknowledgement and Release.** **DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION(S) MADE BY DEVELOPER TO COUNTY, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A: (1) TAKINGS UNDER THE U.S. OR TEXAS CONSTITUTIONS; (2) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS AMENDED; (3) NUISANCE; AND/OR (4) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF THE U.S OR TEXAS CONSTITUTIONS OR ANY FEDERAL, STATE, OR LOCAL STATUTES AND REGULATIONS. DEVELOPER HEREBY RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT. DEVELOPER HEREBY WAIVES ANY CLAIMS FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF THE U.S. AND TEXAS CONSTITUTIONS OR ANY FEDERAL, STATE, OR LOCAL STATUTES AND REGULATIONS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWEVER CAUSED.**
- 6. **Maintenance by Fort Bend County Drainage District.** Nothing contained in this Agreement shall be construed to limit the authority of the Fort Bend County Drainage District to maintain any drainage related improvements including channels and hydraulic drainage functions to drainage channels within The Subdivision. Any maintenance of such drainage improvements shall be subject to the Drainage District's acceptance of such improvements, at its sole discretion, and the same shall be maintained by the Drainage District upon written agreement between County, District, and Developer.
- 7. **Plat Approval.** All approvals of subdivision plat(s) that are the subject of this Agreement shall be conditioned upon Developer's conformity and compliance with the Subdivision

Regulations and the criteria established by this Agreement. Furthermore, County's approval of any such plat(s) shall be in accordance with the procedures established by the Subdivision Regulations.

8. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson St., 4th Floor
Richmond, Texas 77469

And
Fort Bend County, Texas
Attn: County Judge
401 Jackson St, 1st Floor
Richmond, Texas 77469

If to Developer: BSR Four Corners, LLC
Attn: Jeff Turner (Jturner@bsrproperties.com)
1906 Avenue D, Ste. 200
Katy, TX 77493

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

9. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Texas and exclusive venue of any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
10. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The

Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

11. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is deemed void or invalid by a court of competent jurisdiction, such provision shall be deemed severable from the remainder of the Agreement, which shall remain in full force and effect.
12. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY DEVELOPER THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
13. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
14. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
15. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Developer

hereby verifies that Developer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
16. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, DEVELOPER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
18. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are

DEVELOPER:

BSR Four Corners, LLC,
a Texas limited liability company

By: BSR Properties VI, LLC
Its Managing Member

By: Brett R

Name: Brett Rowley

Title: owner

Acknowledgment

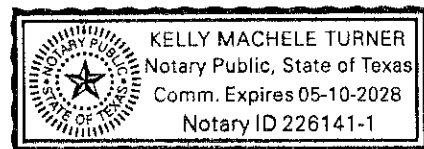
STATE OF TEXAS §

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COUNTY OF Harris §

This Instrument was acknowledged before me, the undersigned notary, on this 10th day of October, 2024, by Brett Rowley, owner, of BSR Properties VI, LLC, managing member of BSR Four Corners, LLC a Texas limited liability company, on behalf of said limited liability company.

Kelly Machele Turner
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

19. **Multiple Counterparts.** This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument.
20. **Effective Date.** The Effective Date of this Agreement shall be the date signed by the last Party hereto.
21. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

SIGNED and AGREED to this _____ day of _____, 2024.

FORT BEND COUNTY, TEXAS

KP George,
County Judge

ATTEST:

Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski, County Engineer