

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT

This Development Agreement is entered into by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter called "County," and FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 251, a special district organized under the laws of the state of Texas, referred to as "MUD 251", (County and MUD 251 hereinafter collectively referred to as "Parties".)

WHEREAS, on or about February 7, 2023, County entered into that certain Development Agreement with 300 Acres, LLC (the "Developer") regarding the development of the Indigo subdivision (the "Subdivision"), a mixed-use development situated in the Jane Wilkins Survey, Abstract No. 96, of Fort Bend County, Texas and within the boundaries of MUD 251; and

WHEREAS, Developer and/or MUD 251 will construct or has constructed certain improvements in various rights-of-way such as monument signs, landscaping, masonry entrances, sidewalks, on-street parking and other above-surface and below-surface structures to be wholly or partially contained in various rights-of-way platted or to be platted as part of the Subdivision, (such improvements and structures hereinafter referred to as "Improvement(s)") or to use non-standard materials such as pavers as part of streets (hereinafter referred to as "Materials"); and

WHEREAS, MUD 251 and County anticipate that the streets and roadways that are the subject of this Agreement will be accepted into the County Road Maintenance System (hereinafter "County Road Maintenance System") upon compliance with the County standards and procedures; and

WHEREAS, MUD 251 and County desire to memorialize the terms by which MUD 251 will install and maintain Improvements and Materials and to establish the terms and conditions by which County will accept certain rights-of-way into the County Road Maintenance System.

NOW, THEREFORE, County and MUD 251, 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 MUD 251 will construct and maintain the Improvements and Materials and also sets forth the terms and conditions pursuant to which County will accept the roads in the Subdivision into the County Road Maintenance System.

2. **Improvements and Materials.**

- (a) MUD 251 is solely responsible for the installation and maintenance of the Improvements and Materials. After completion of the installation of the Improvements and/or Materials and notwithstanding County's acceptance of the street, road and/or rights-of-way into the County Road Maintenance System, MUD 251 shall remain solely responsible for the maintenance of the Improvements and, if applicable, the replacement of the Materials. MUD 251 warrants, covenants and agrees that County shall have no responsibility for the maintenance or repair of the Improvements or the maintenance or repair of the Materials.
- (b) After acceptance into the County Road Maintenance System, if the same occurs, and in the event County may find it necessary to make roadway improvements within the right-of-way occupied by any Improvement or in which any Materials are installed, MUD 251 shall be solely responsible for the cost of removal of any such Improvements and/or the additional cost of repair required by the installation of the Materials instead of the County's standard required materials.
- (c) After acceptance into the County Road Maintenance System, if the same occurs, and should County, based upon generally accepted traffic engineering principals, determine that any of the Improvements (or parts thereof), proposed or existing, within the right-of-way constitutes an unusual threat to public road traffic and/or any Materials installed within the right-of-way constitutes an unusual threat to public road traffic, then MUD 251 shall immediately, and at MUD 251's sole cost and expense, remove the respective Improvements (or part(s) thereof) and/or Materials from the County road right-of-way within the time prescribed by County. Additionally, County shall have the right to make any repairs necessary to the right-of-way to ensure the safety of vehicular and pedestrian traffic.

3. **Conveyance and Acceptance of Rights-of-Way.** Notwithstanding anything to the contrary provided in this Agreement, MUD 251 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. MUD 251 further understands and agrees that the repair and maintenance of any storm sewer systems, detention ponds, sidewalks, or any Improvements and/or Materials constructed within said rights-of-way under this Agreement shall remain the responsibility of MUD 251 (even after said rights-of-way are

conveyed or accepted by County) until such obligation is assumed by a Property Owner's Association as provided in this Agreement.

4. **Assignment.** MUD 251's rights and obligations created under this Agreement may be transferred, assigned and delegated to one or more property owners associations for the Subdivision only with County's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Upon assignment to any such property owners association, the assignee shall become fully responsible for all obligations of MUD 251 under this Agreement. MUD 251 binds itself and its successors, and assigns to this Agreement with respect to all covenants, terms and conditions of this Agreement.
5. **Applicability.** The terms of this Agreement will control and be deemed to apply to any roads in the Subdivision to the extent that the Developer or MUD 251 have previously installed Improvements or Materials within the rights-of-way of any road or roads that have been accepted by County. By its execution of this Agreement, MUD 251 agrees to such conditions and acknowledges that County would not have entered into this Agreement unless the terms hereof apply to all roads and rights-of-way within the Subdivision.
6. **MUD 251 Assurances.** MUD 251 warrants that all Materials will be of equal or greater strength and suitability as the then current standards for County roads contained in County's standard requirements.
7. **Indemnity.** TO THE EXTENT ALLOWED BY LAW, MUD 251 SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION, WHETHER FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO ANY ACTION OR FAILURE TO ACT BY MUD 251, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS WITH RESPECT TO THE DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE IMPROVEMENT(S) AND MATERIALS. MUD 251 FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR PERSONAL INJURIES AND PROPERTY DAMAGE WITH LIMITS OF LIABILITY OF NOT LESS THAN ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) COVERING SAID IMPROVEMENTS AND MATERIALS AND TO FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AND THE MEMBERS OF COMMISSIONERS COURT AS AN ADDITIONAL INSURED.

TO THE EXTENT ALLOWED BY LAW, MUD 251 SHALL ADDITIONALLY INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL COSTS OF REPAIR AND/OR REPLACEMENT OF ANY STREET, ROAD, BRIDGE, DRAINAGE STRUCTURE OR OTHER PORTION OF ANY RIGHT-OF-WAY DAMAGED BY THE FAILURE, REPAIR, OR REPLACEMENT OF ANY NON-STANDARD IMPROVEMENT(S) OR MATERIALS WHETHER

OR NOT THE DAMAGE TO THE STREET, ROAD, BRIDGE, DRAINAGE STRUCTURE OR OTHER PORTION OF SAID RIGHT-OF-WAY OCCURS BEFORE OR AFTER ACCEPTANCE OF THE STREET OR ROAD INTO THE COUNTY ROAD MAINTENANCE SYSTEM.

8. **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 MUD 251.
9. **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 MUD 251: Fort Bend County Municipal Utility District No. 251
Attn: Justin Ring
2500 Tanglewilde, Suite 300
Houston, TX 77063

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.

10. **Force Majeure.**

- (a) Notwithstanding anything to the contrary contained herein, neither Party shall liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are 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.
- (b) For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; action by a government agency; the discovery of any hazardous substance or differing and unforeseeable site conditions; 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 MUD 251 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. **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 hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
15. **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.
16. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for 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.
17. **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, MUD 251 hereby verifies that MUD 251 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, MUD 251 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, MUD 251 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, MUD 251 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.
- 18. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, MUD 251 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.
- 19. **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.
- 20. **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 intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
- 21. **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.
- 22. **Effective Date.** The Effective Date of this Agreement shall be the date signed by the last Party hereto.
- 23. **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.

{Execution Pages Follow}

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

FORT BEND COUNTY, TEXAS

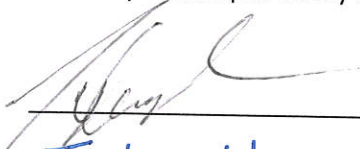
KP George,
County Judge

ATTEST:

Laura Richard, County Clerk

MUD 251:

Fort Bend County Municipal Utility District No. 251

By: 

Name: Tyler Horne

Title: President

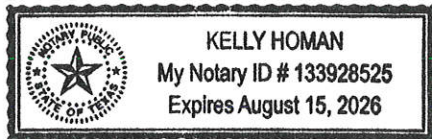
Acknowledgment

STATE OF TEXAS §

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COUNTY OF FORT BEND §

This Instrument was acknowledged before me, the undersigned notary, on this 12 day of April, 2024, by Tyler Horne, President of Fort Bend County Municipal Utility District No. 251, a special district organized under the laws of the state of Texas, on behalf of said special district.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS