

STATE OF TEXAS

§

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 among FORT BEND COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, ENCHANATTU GROUP OF COMPANIES, LLC ("Enchanattu") a Texas limited liability company, and GRAND PLAZA FRESNO GROUP, LLC, a Texas limited liability company ("Grand Plaza"). Enchanattu and Grand Plaza are hereinafter collectively referred to as "Developer," whether one or more. County and Developer may hereinafter be collectively referred to as the "Parties" and each individually as a "Party."

2. **Dedication, Funding, and Construction of Rights-of-Way.**

- (a) Developer shall convey and grant unencumbered and marketable title for right-of-way out of Developer's Property to County by metes and description for Lake Olympia Parkway to ensure adequate road traffic access and in accordance with "Exhibit A" attached hereto and incorporated herein by reference. Within sixty (60) days of the Effective Date of this Agreement, Developer shall provide County with a metes and bounds description prepared by a Registered Professional Land Surveyor for each parcel of right-of-way to be conveyed to County under this Agreement. Upon receipt of said metes and bounds description, County shall prepare the Donation Deed for the conveyance of each parcel and provide the same to Developer for execution.
- (b) Upon Developer's conveyance of the above referenced rights-of-way, County shall construct improvements to Lake Olympia Parkway, including left turn bays, median openings, and driveways, in accordance with Exhibit A attached hereto (the "Project"). The Project shall be facilitated, managed, and administered by County. County shall take all reasonable actions to ensure that the Project is constructed in a good and workmanlike manner with all reasonable diligence.
- (c) Completion of the Project shall occur upon the County's final inspection of the Project and certified as complete by the County Engineer.
- (d) Developer shall contribute funds for the Project to County as follows:
 - (1) Developer shall contribute funds for the Project which costs are estimated at Twenty Seven Thousand One Hundred Five and 00/100 Dollars (\$27,105.00) (the "Cost Estimate"). Developer understands and agrees that the Cost Estimate is an estimate of total costs of the Project only, and that said costs may be higher or lower than the Cost Estimate, depending on the needs of the Project. In any event, Developer shall contribute one hundred percent (100%) of the total Project costs to County as follows:
 - (2) Initial Payment: Within thirty (30) days of the Effective Date of this Agreement, Developer shall make an initial payment of Twenty Seven Thousand One Hundred Five and 00/100 Dollars to County (the "Initial Payment").
 - (3) Final Payment: Within thirty (30) days of Completion of the Project, County shall furnish Developer with a full accounting of the funds

expended on the Project. Within thirty (30) days of Developer's receipt of the full accounting provided by County, Developer shall remit payment to County for the total amount due for the work performed and completed on the Project.

- (4) Excess Funds: If, during the course of full accounting of the Project referenced above, it is discovered that excess funds were received by County from Developer for the Project, County shall remit such excess funds that have not been used for the Project to Developer within thirty (30) days of County's full accounting of the Project.

3. **Termination.** Notwithstanding anything contained to the contrary, nothing contained in this Agreement shall be construed to require County to make improvements to Lake Olympia Parkway. County, in its sole discretion, shall determine if and when such improvements to Lake Olympia Parkway shall be constructed in accordance with generally accepted traffic engineering principals. In the event County determines the Project lacks feasibility or for any other reason elects to forego the construction of the Project, then County shall provide written notice to Developer of such determination or decision and this Agreement shall automatically terminate. Upon termination of this Agreement by County, County shall refund all amounts provided by Developer within thirty (30) days of said termination.
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 ANY CONTRIBUTION(S) MADE BY DEVELOPER TO COUNTY UNDER THIS AGREEMENT, 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. **Plat Approval.** All approvals of any subdivision plat(s) that are the subject of this Agreement, if any, shall be conditioned upon Developer's conformity and compliance with the Fort Bend County Regulations of Subdivisions (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.
7. **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: Grand Plaza Fresno Group, LLC
and Enchanattu Group of Companies, LLC
c/o Shijimon Jacob, Manager
5522 Lady Lyle Way
Missouri City, TX 77459

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.

8. **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.

9. **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.

10. **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.
11. **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.**
12. **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.

13. **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.
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. **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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **Effective Date.** The Effective Date of this Agreement shall be the date signed by the last Party hereto.
22. **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 _____, 2025.

FORT BEND COUNTY, TEXAS

KP George,
County Judge

ATTEST:

Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski, County Engineer

ENCHANATTU GROUP OF COMPANIES, LLC,
a Texas limited liability company

GRAND PLAZA FRESNO GROUP, LLC,
a Texas limited liability company,

STATE OF TEXAS §
COUNTY OF Fort Bend §


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

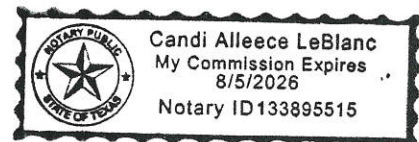


EXHIBIT A

(Follows Behind)

Contents:	This outlines the mutual understandings and commitments between Shijimon Jacob and Fort Bend County pertaining to the development and construction of Lake Olympia. The terms of the agreement are listed below.
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Agreement Terms

Developer Agrees To:

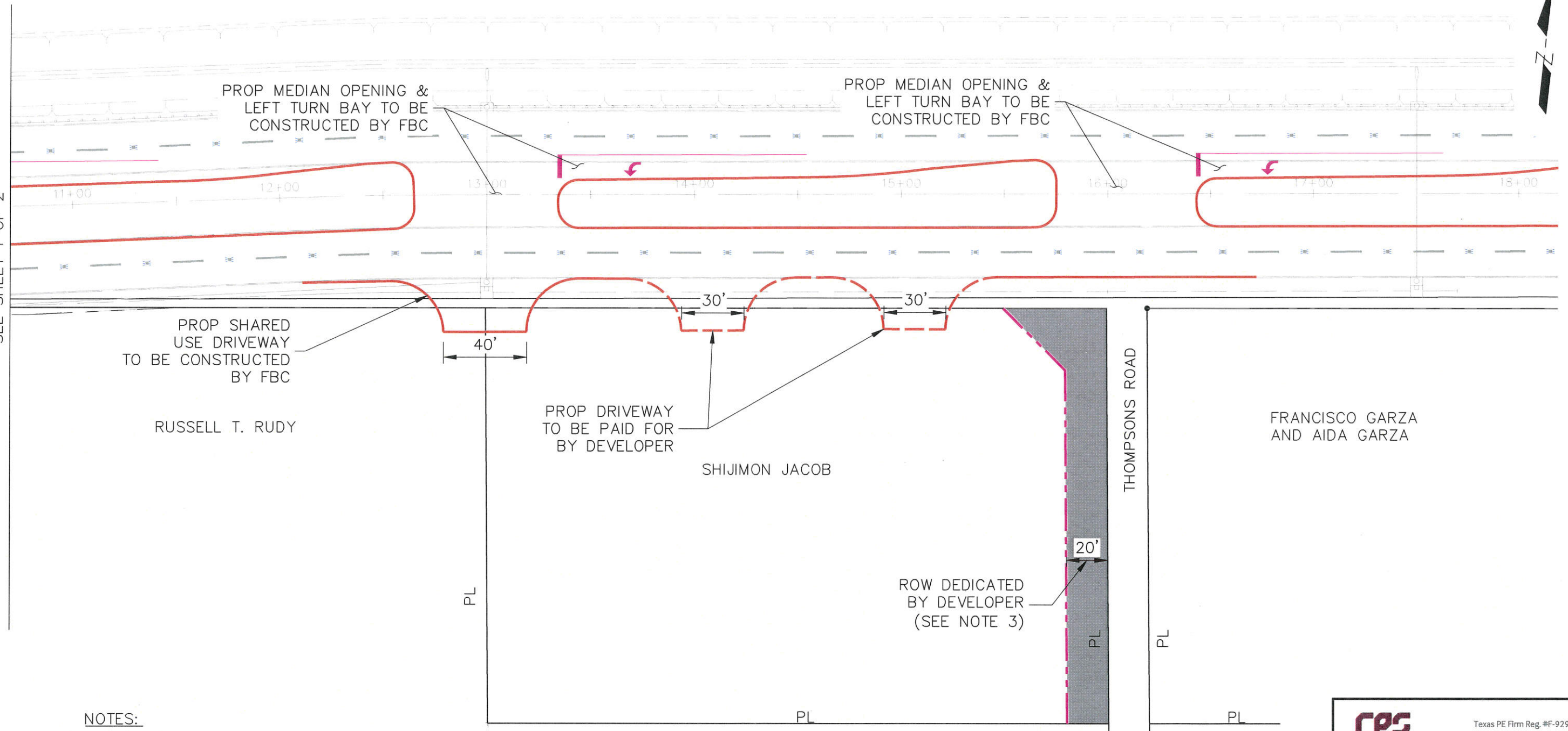
- Developer will dedicate a 20-ft wide strip of land with a 20-ft corner clip to FBC for future right-of-way for Blue Ridge Road as shown on Exhibit 1
- Developer will dedicate a 20-ft wide strip of land with a 20-ft corner clip to FBC for future right-of-way for Thompsons Road as shown on Exhibit 2
- Developer will reimburse FBC for the cost of the private driveways. Estimated construction cost is provided on Exhibit 3.

Fort Bend County Agrees To:

- FBC will construct four (4) left turn bays and four (4) median openings as shown on Exhibit 1 and Exhibit 2 as part of the Lake Olympia project
- FBC will construct two (2) 40-ft wide shared use driveways as shown on Exhibit 1 and Exhibit 2 as part of the Lake Olympia project
- FBC will construct three (3) 30-ft wide private driveways as shown on Exhibit 1 and Exhibit 2 as part of the Lake Olympia project.

J:\008032 Fort Bend County 2020 Mobility Bond Program Management\15.00 Projects\001 Lake Olympia Pkwy\07 CAD Files\0522-1802-Base - Standard\FBC Lake Olympia Prop Driveways.dwg May 23 2023

SEE SHEET 1 OF 2



NOTES:

1. DRIVEWAYS ALONG LAKE OLYMPIA HAVE A 25' RADIUS
2. DRIVEWAYS EXTENDING BEYOND RIGHT-OF-WAY LIMITS WILL REQUIRE A TEMPORARY CONSTRUCTION EASEMENT
3. DEVELOPER WILL DEDICATE A CORNER CLIP AND 20' STRIP OF LAND EXTENDING THE LENGTH OF THE PROPERTY FOR FUTURE ROADWAY
4. PROPERTY LINES SHOWN ARE APPROXIMATE AND WILL BE SURVEYED PRIOR TO DEDICATION OF LAND



Texas PE Firm Reg. #F-929

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T+1 281 589 7257 E usinfrastructure@rpsgroup.com

LAKE OLYMPIA PARKWAY
SEGMENT 2
DRIVEWAY LOCATIONS

FORT BEND
COUNTY

FBC MOBILITY No: 20201
Scale: 1" = 50'
Date: APRIL 2023

Exhibit
2

**EXHIBIT 3 - COST ESTIMATE
LAKE OLYMPIA PARKWAY - SEGMENT 2 - PRIVATE DRIVEWAYS**

2020 MOBILITY BOND PROJECT NUMBER 20201

BID ITEM NO.	SPEC. ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT WRITTEN IN WORDS	UNIT PRICE BID IN NUMBER	AMOUNT BID
DRIVEWAY 2 (30-FT)						
5	360	114	SY	8" Reinforced Concrete Pavement		
				For _____ Dollars		
				And _____ Cents	\$ 65.00	\$ 7,410.00
				Per Square Yard		
6	220	130	SY	Lime Stabilized Subgrade (8" Depth)		
				For _____ Dollars		
				And _____ Cents	\$ 5.00	\$ 650.00
				Per Square Yard		
7	221	3	TON	Hydrated Lime (Slurry) or Commercial Lime Slurry		
				For _____ Dollars		
				And _____ Cents	\$ 205.00	\$ 615.00
				Per Ton		
8	530	80	LF	Reinforced Concrete Curb (6")		
				For _____ Dollars		
				And _____ Cents	\$ 4.50	\$ 360.00
				Per Linear Foot		
TOTAL FOR DRIVEWAY 2 (BID ITEMS 5-8)					\$	\$ 9,035.00

**EXHIBIT 3 - COST ESTIMATE
LAKE OLYMPIA PARKWAY - SEGMENT 2 - PRIVATE DRIVEWAYS**

2020 MOBILITY BOND PROJECT NUMBER 20201

5/23/2023

BID ITEM NO.	SPEC. ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT WRITTEN IN WORDS	UNIT PRICE BID IN NUMBER	AMOUNT BID
DRIVEWAY 3 (30-FT)						
9	360	114	SY	8" Reinforced Concrete Pavement For _____ Dollars And _____ Cents Per Square Yard	\$ 65.00 \$	7,410.00
10	220	130	SY	Lime Stabilized Subgrade (8" Depth) For _____ Dollars And _____ Cents Per Square Yard	\$ 5.00 \$	650.00
11	221	3	TON	Hydrated Lime (Slurry) or Commercial Lime Slurry For _____ Dollars And _____ Cents Per Ton	\$ 205.00 \$	615.00
12	530	80	LF	Reinforced Concrete Curb (6") For _____ Dollars And _____ Cents Per Linear Foot	\$ 4.50 \$	360.00
TOTAL FOR DRIVEWAY 3 (BID ITEMS 9-12)					\$ 9,035.00	
TOTAL FOR THREE DRIVEWAYS (BID ITEMS 1-12)					\$ 27,105.00	