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**DEVELOPMENT AGREEMENT FOR THE
DEVELOPMENT, CONSTRUCTION AND FUNDING OF SUBDIVISIONS AND RIGHTS-OF-WAY**

This Development Agreement ("Agreement") is entered into by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter called "County," and Folklore Development, LLC, a Texas limited liability company, hereinafter referred to as "Developer", (County and Developer hereinafter collectively referred to as "Parties".)

WHEREAS, Developer owns that certain real property having Fort Bend Central Appraisal District No.'s R44607 and R44608, which property consists of 208 acres, more or less, situated along FM 360 road right-of-way, located in the H and TC RY Survey, Abstract No. 247, Fort Bend County, Texas and is more fully described in deed recorded under Clerk's File No. 2025016741 in the Official Public Records of Fort Bend County, Texas (hereinafter the "Developer's Property"); and

WHEREAS, Developer plans to acquire (in fee simple) additional property adjacent to Developer's Property having Fort Bend Central Appraisal District No's. R48224 and R153696, which property consists of 202 acres, more or less, located in the Ben Estell Survey, Abstract No. 507, Fort Bend County, Texas, and is more fully described in deeds recorded under Clerk's File No.'s 2018091558 and 2020110793 of the Official Public Records of Fort Bend County, Texas (hereinafter the "Adjacent Property"); and

WHEREAS, Developer is planning a Master Planned development to be constructed in multiple sections and/or phases located in Developer's Property and the Adjacent Property which community is proposed to be named Milo Farms (hereinafter, the "Subdivision"); and

WHEREAS, Developer intends to construct certain roadways within and adjacent to the Subdivision that will be dedicated to the public by Plat or conveyance; and

WHEREAS, Developer desires to incorporate the roadways within and adjacent to the Subdivision of one or more sections or phases of the Subdivision in a cohesive manner and as part of an overall plan of design and development of the Subdivision; and

WHEREAS, in connection with the development of the Subdivision, the Parties have determined that, as a matter of public safety and convenience and to improve mobility within the Subdivision and the County, it is in the public interest to require the funding, dedication, and construction of certain rights-of-way; and

WHEREAS, Developer and County anticipate that the streets, roadways, and rights-of-way 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, Developer and County desire to memorialize the terms by which Developer will implement certain design and construction standards within the Subdivision, dedicate and construct certain rights-of-way, 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 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 Developer will dedicate, design, and construct certain rights-of-way and detention in and adjacent to the Subdivision; construct and maintain certain non-standard improvements and materials, and implement certain design and construction standards within the Subdivision. This Agreement 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. **Developer's Acquisition of the Adjacent Property.** Upon Developer's acquisition of the Adjacent Property, Developer shall notify County in writing and provide County with a copy of the recorded deed evidencing Developer's ownership of the same. Nothing contained in this Agreement shall be construed as County authorizing Developer to dedicate, convey, or construct any rights-of-way, portions of the Subdivision, or other improvements on the Adjacent Property prior to Developer's acquisition of the same.
3. **Dedication and Construction of Rights-of-Way.**
 - (a) Developer shall dedicate or has dedicated by plat land sufficient for public right-of-way purposes and shall construct all such rights-of-way for the Subdivision in accordance with the Fort Bend County Regulations of Subdivisions (the "Subdivision Regulations") and as provided in this Agreement.
 - (b) The construction of the Subdivision and all rights-of-way shall be phased in such a manner to ensure effective traffic safety and management.

(c) Roads adjacent to the Subdivision shall be constructed as follows:

(1) Wernecke Road: Developer shall dedicate by plat right-of-way for Wernecke Road from FM 360 to Meyer Road as provided in Exhibit "A" attached hereto and incorporated by reference herein. The dedication of the right-of-way and construction of Wernecke Road shall proceed in the following phases:

i. Phase One:

1. Segment 1: Developer shall dedicate right-of-way 132 feet in width from FM 360 to 250 feet south of FM 360. The Developer shall construct an asphalt transition to match existing Wernecke Road.
2. Segment 2: Developer shall dedicate right-of-way tapering down from 132 feet in width to 100 feet in width beginning 250 feet south of FM 360 to 950 feet south of FM 360. The Developer shall construct a four lane, concrete, curb & gutter boulevard with appropriate turn lanes.
3. Segment 3: Developer shall dedicate by plat a 100 feet in width of right-of-way beginning 950 feet south of FM 360 to approximately 1,082 feet south of FM 360. The Developer shall construct a four lane, concrete, curb & gutter boulevard with appropriate turn lanes.
4. Phase One shall be completed in conjunction with the recordation of the plat containing the lot that brings the total percentage of lots platted to 25% of the Subdivision at final build-out.
5. Phase One shall be bonded as if it were a Street Dedication Plat.
6. All segments of Phase One shall be dedicated, designed, and constructed as provided in Exhibit "B" attached hereto and incorporated by reference herein.

- ii. Phase Two: The Developer shall dedicate right-of-way 100 feet in width commencing from the southern terminus of Phase One and extending approximately 1,474 feet to the south. Developer shall construct a concrete, half-boulevard (1-25 ft. wide concrete pavement section with curb and gutter) as provided in Exhibit "C" attached hereto and incorporated by reference herein. Sidewalks for Phase One and Two will be constructed with this Phase. This phase shall be completed in conjunction with the recordation of the plat containing the lot that brings the total percentage of lots platted to 50% of the total lots then reasonably estimated to be included in the Subdivision at final build-out.
 - iii. Phase Three: The Developer shall dedicate the right-of-way 100 feet in width and construct the remaining concrete, half-boulevard from Phase Two, extending from the southern terminus of Phase One, approximately 1,474 feet to the south, and a half-boulevard from the southern terminus of Phase Two, extending approximately 4,177 feet to the south as provided in Exhibit "D" attached hereto and incorporated by reference herein. Sidewalks for Phase Three will be constructed with this Phase. This phase shall be completed in conjunction with the recordation of the plat containing the lot that brings the total percentage of lots platted to 90% of the total lots then reasonably estimated to be included in the Subdivision at final build-out.
- (2) FM 360: In conjunction with Phase One above, Developer shall dedicate by plat right-of-way for FM 360 from Wernecke Road extending southeast approximately 1,744 ft and from Wernecke Road extending northwest approximately 3,455 ft. Such dedication shall include landscape easements to accommodate half of an ultimate 180 ft rural cross section for FM 360. Right-of-way width and Easement location shall be determined by final design and memorialized by written agreement or amendment of the Parties.
- (d) Drainage and Detention: Developer shall further provide detention volume out of the future detention pond/system to be constructed within or to serve Developer's Property for County's expansion of Wernecke Road into a full boulevard at no cost to County, and prior to County's construction of improvements to Wernecke Road, Developer and County shall execute a

perpetual and non-exclusive Detention Pond and Drainage Easement in a form agreed to by the Parties for the purpose of draining storm water flow and discharge from the Wernecke Road expansion through the stormwater conveyance system and Developer's Property into the detention pond. At minimum, the Detention Pond and Drainage Easement shall provide for the drainage of storm water flow and discharge for the Wernecke Road expansion in a volume of up to 7.9 acre-feet.

- (e) Developer shall not be required to contribute funds for the development of Meyer Road.

4. **Plat and Design Criteria.** Developer may incorporate the following design criteria for the Subdivision as follows:

- (a) Developer may plat lots of 4,800 sf provided that those lots do not exceed 70% of the platted lots in the Subdivision.

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

- (a) Prior to commencement of construction, Developer shall convey and grant unencumbered and marketable title in and to the following rights-of-way to County in fee simple.
 - (1) Per the Drainage Impact Analysis approved on March 26, 2025, 67.5 ft of right-of-way for Snake Creek, bringing the ultimate right-of-way width to 247.5 ft.
 - (2) Per the Drainage Impact Analysis approved on March 26, 2025, 140' of right-of-way for the Snake Creek Tributary, bringing the ultimate right-of-way width to 200 ft.
 - (3) Title to said rights-of-way shall be free and clear of any monetary liens and conveyed to County by donation deed in the form provided by County.
- (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.

6. **Bonds/ Letter of Credit.** Prior to the commencement of any construction under this Agreement, Developer shall procure or cause to be procured either a bond with surety or a bond secured by letter of credit as outlined in the amount established by the County Engineer and approved by the Fort Bend County Commissioners Court. The bond with surety or bond with letter of credit, as applicable, shall be reduced by one-half upon the County's acceptance of any rights-of-way into the one-year maintenance period and will be released in accordance with the Subdivision Regulations regardless of whether such rights-of-way are part of platted subdivision or not.
7. **Time.** Time is of the essence in all things pertaining to the performance of this Agreement. Developer agrees to construct all rights-of-way in accordance with the Subdivision regulations and the terms of this Agreement. Any failure to complete the construction of the rights-of-way in a timely fashion and/or in accordance with the Subdivision Regulations may result in a claim against the bond with surety or bond secured by letter of credit. County will attempt to provide reasonable notice to Developer of its intent to raise such a claim prior to seeking the same.
8. **Developer Assurances.** Developer warrants, covenants and agrees that all streets and roads will be constructed in accordance with the then current County standards. Developer warrants that all materials used will be of equal or greater strength and suitability as the then current standards for County roads contained in County's standard requirements.
9. **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.
10. **Developer's Acknowledgement and Release.** **DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION(S) MADE BY DEVELOPER TO COUNTY PURSUANT TO 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 RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWEVER CAUSED.

11. **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.
12. **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.
13. **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: Folklore Development, LLC
Attn: Christopher M. Gilbert, P.E.
21322A Provincial Blvd.
Katy, Texas 77450

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.

14. **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.
15. **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.

16. **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.
17. **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.**
18. **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.
19. **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.
20. **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.
- 21. **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.
 - 22. **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.
 - 23. **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.
 - 24. **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.
 - 25. **Effective Date.** The Effective Date of this Agreement shall be the date signed by the last Party hereto.

26. **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

DEVELOPER:

Folklore Development, LLC

By: Michael K Love

Name: Michael K Love

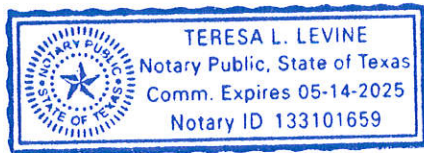
Title: MANAGER

Acknowledgment

STATE OF TEXAS §

COUNTY OF Harris §

This Instrument was acknowledged before me, the undersigned notary, on this 28th day of April, 2025, by Michael K. Love, Manager of Folklore Development on behalf of Folklore Development.



Teresa Levine
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT A

(Follows Behind)

LAND USE SCHEDULE

Single Family Residential

Use	Lots	Lot Mix	Acres
Single Family Residential	40x120'	748	59.5%
Single Family Residential	50x120'	404	30.3%
Models	±15	1.2%	±2.4 Ac.
Subtotal	1757	100.0%	±189.8 Ac.

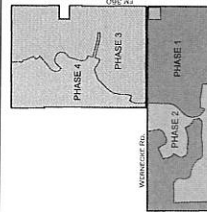
Non-Residential

Use	Acres
Commercial	±13.5 Ac.
Rec Center	±5.2 Ac.
Parks	±1.7 Ac.
R.O.W.	±64.6 Ac.
WWTP & WP	±4.7 Ac.
Detention / Drainage	±11.8 Ac.
Open Space	±18.9 Ac.
Subtotal	±120.4 Ac.
Total	±410.2 Ac.

LEGEND

Existent	Creek Center Line
Buffer	City Limits
Minor Contour	ETI
Major Contour	150 Boundary
100 yr Floodplain	Parcels
500 yr Floodplain	Bridge
Wetlands	Entrance
Commercial	Detention Pond
Amenity Center	Park
Water Plant	Wastewater Plant

Phase Boundaries



SCALE: 1"=300'
 0 100 200 300
 06/25/2024
 Original Size
 NORTH 24"x36"

The information contained herein is for informational purposes only and does not constitute an offer of insurance. Insurance coverage is subject to underwriting and approval by the insurance company. The information is not intended to be used for any other purpose. The information is not intended to be used for any other purpose. The information is not intended to be used for any other purpose.



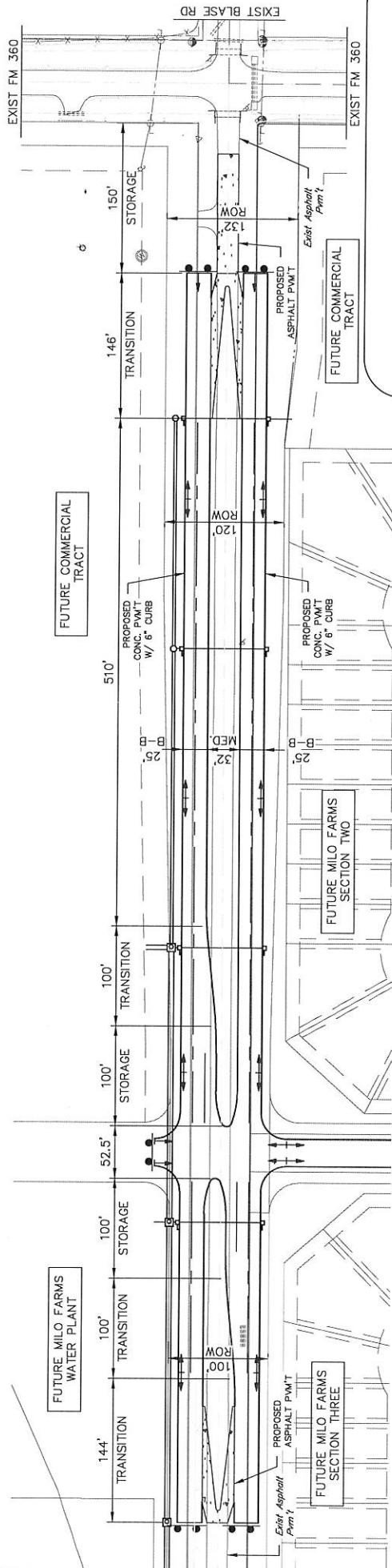
Needville 400 ±410.2 Acres - Fort Bend County, Texas Schematic Lotting Plan - Option K



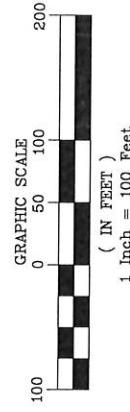
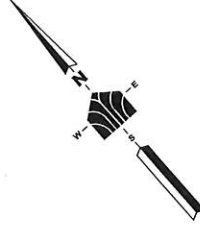
2505 S. 13th Street, Suite 100, Fort Worth, TX 76104
 817.343.1000
 www.cape-dawson.com

EXHIBIT B

(Follows Behind)



WERNECKE ROAD
PHASE 1 IMPROVEMENTS
(ROW VARIES)





**CANOPY
ENGINEERING**

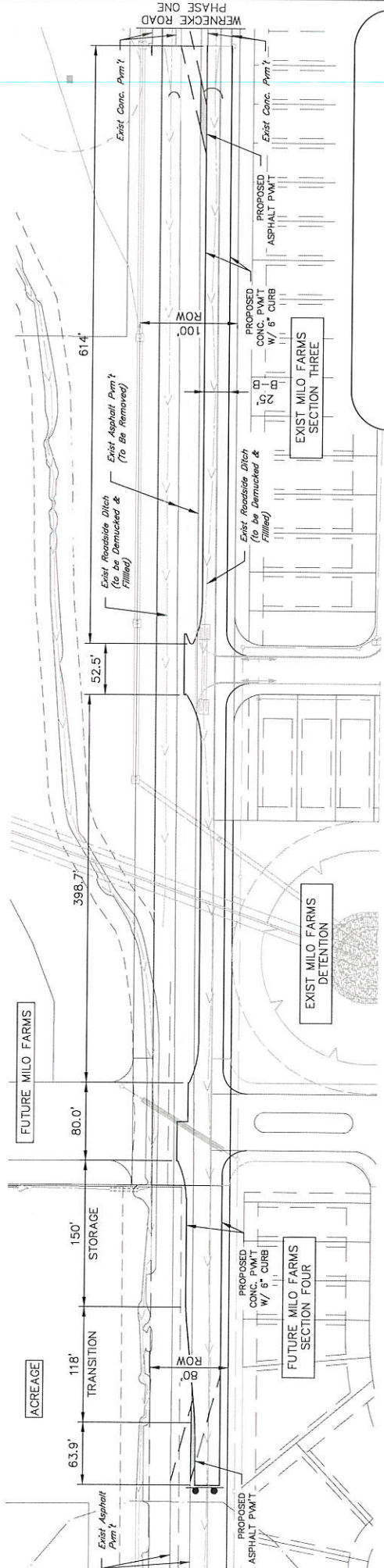
**WERNECKE ROAD
PHASE ONE**
PREPARED FOR
FOLKLORE DEVELOPMENT

21322A PROVINCIAL BLVD
KATY, TX 77450
TEXAS REGISTERED FIRM NO. F-24529

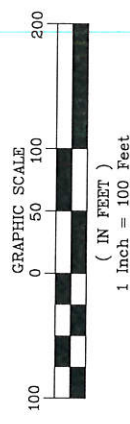
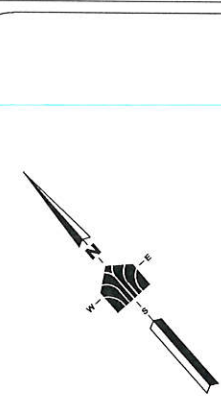
PROJ. NO:	DATE:	DWN. BY:
008-01-2402	DECEMBER, 2024	JNP


EXHIBIT C

(Follows Behind)



WERNECKE ROAD
PHASE 2 IMPROVEMENTS
(ROW VARIES)





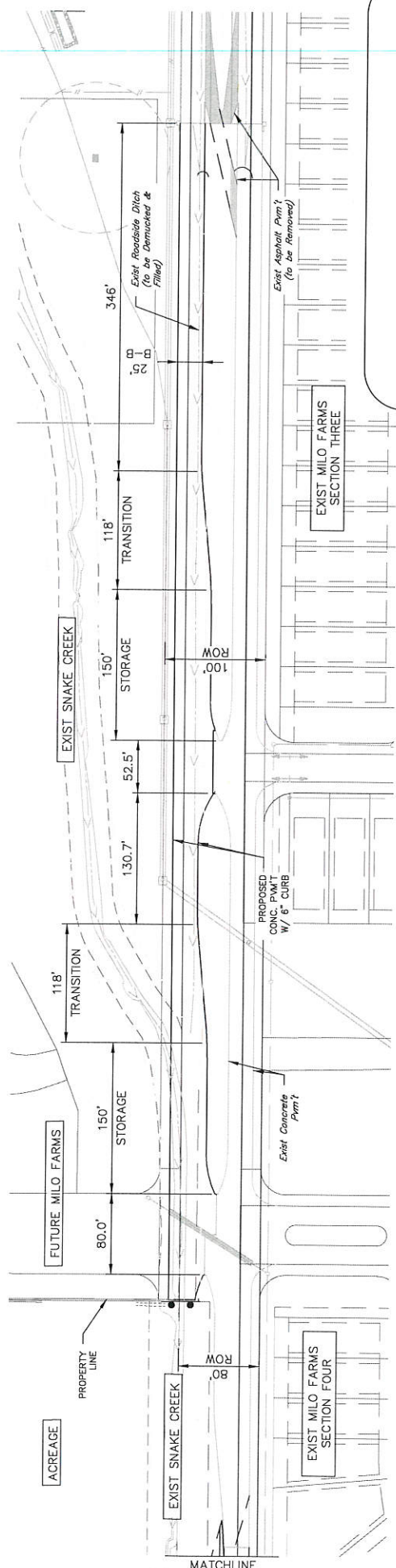
**WERNECKE ROAD
PHASE TWO**
PREPARED FOR
FOLKLORE DEVELOPMENT

21322A PROVINCIAL BLVD
KATY, TX 77450
TEXAS REGISTERED FIRM NO. F-24529

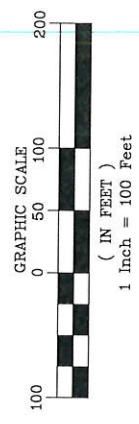
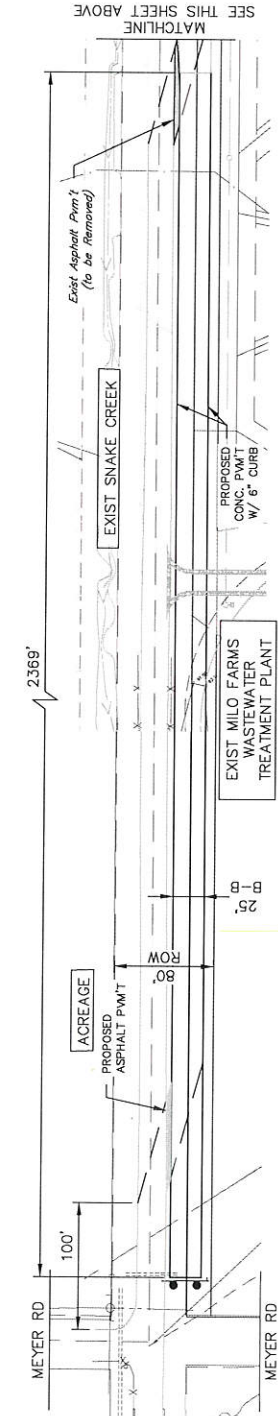
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DATE: DECEMBER, 2024
DWN BY: JNP

EXHIBIT D

(Follows Behind)



WERNECKE ROAD
PHASE 3 IMPROVEMENTS
(ROW VARIES)





**WERNECKE ROAD
PHASE ONE**
PREPARED FOR
FOLKLORE DEVELOPMENT

21322A PROVINCIAL BLVD
KATY, TX 77450
TEXAS REGISTERED FIRM NO. F-24529

PROJ. NO: 008-01-2402	DATE: DECEMBER, 2024	DWN. BY: JNP
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