

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT
 (West Bellfort Extension)

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into by and between Fort Bend County, Texas (hereinafter referred to as “the County”), a body politic acting herein by and through its Commissioners’ Court and Grand Aliana Business Park, LP, a Texas limited partnership, (hereinafter referred to as “Owner”), a company authorized to conduct business in the State of Texas. The County and the Owner may be individually referred to as a “Party” or collectively as the “Parties.”

WHEREAS, the Owner proposes to develop its property located at 18120 West Bellfort, Richmond, Texas 77407, in Fort Bend County, Texas (the “Owner Property”), as shown on the preliminary site plan attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, West Bellfort is a public roadway maintained by the County and adjacent to the Owner Property; and

WHEREAS, Owner and County desire to enter into a Development Agreement to memorialize the terms in which the Owner will contribute to funding the improvements to West Bellfort, if certain conditions are met.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the County and Owner agree as follows:

1. Owner’s Responsibilities. The Owner agrees to perform the following:

- (a) Construct an eastbound left turn lane in West Bellfort median during construction of, but no later than substantial completion of, Phase 1 of Owner Property, as described on Exhibit A.
- (b) Pay a total amount of \$151,185.72, based on actual construction costs of Mobility Bond Project No. 13415x, to the County in three (3) equal payments as follows:
 - (I) Pay \$50,395.24 prior to, or upon submission of, a subdivision plat to County for approval to develop Owner Property, or any portion thereof; and
 - (II) Pay \$50,395.24 prior to, or upon submission of, an application to County for a Development Permit for Phase 2 of Owner Property, as described on Exhibit A; and
 - (III) Pay \$50,395.24 prior to, or upon submission of, an application to County for a Development Permit for Phase 3 of Owner Property, as described on Exhibit A.

2. County's Responsibilities. In exchange for Owner's commitment to construct the left turn lane and contribute funds for improvements to West Bellfort pursuant to Section 1. above, the County agrees perform the following:

(a) Complete improvements to West Bellfort in accordance with County design and construction standards; and

(b) Present Owner's complete subdivision plat application meeting all County requirements to County's Commissioners Court for consideration and approval.

3. Disclaimer/Waiver of Damages/Liability

(a) Owner acknowledges and agrees that County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee, representation and/or warranty, of any work performed by County, or their agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of West Bellfort, in whole or in part.

(b) Owner acknowledges and agrees that County shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or Owner Property, resulting, in whole or in part, directly or indirectly, from County's failure to complete its responsibilities stated herein by any certain date and/or as set forth in this Agreement.

(c) Owner hereby releases County, its officers, agents, representatives and employees, from and against, and waives any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), it/they may have with regard to the construction and/or completion of West Bellfort and/or any other act and/or omission relating, directly or indirectly, to West Bellfort, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, the negligence, breach of this Agreement or willful misconduct of County or its authorized officers, agents, representatives or employees

4. PARTIES' ACKNOWLEDGEMENT OF COUNTY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) OWNER ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION MADE BY OWNER TO COUNTY, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A:

- (I) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (II) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS IT EXISTS OR MAY BE AMENDED;**
- (III) NUISANCE; AND/OR**
- (IV) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR**

**STATE CONSTITUTION, STATUTE AND/OR CASE LAW
AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE,
RULE AND/OR REGULATION.**

(b) OWNER RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(c) OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(d) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the development of Owner 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.

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

In the event of County's default under this Agreement, Owner will be entitled to seek any remedy available to them at law or in equity.

7. 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:

Grand Aliana Business Park, LP
Attention: Pankaj H. Patel
27311 Horizon Bay Lane
Katy, Texas 77494

(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.

(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 Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(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 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) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 3 and 4 herein are conspicuous, and the parties have read and understood the same.

(r) 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.

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

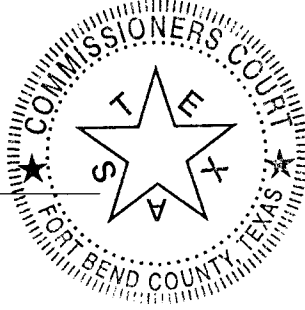
FORT BEND COUNTY:

KP George
KP George, County Judge

9-24-2019
Date

Attest:

Laura Richard
Laura Richard, County Clerk



Approved:

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

Approved as to legal form:

Marcus D. Spencer
Marcus D. Spencer, First Assistant County Attorney

OWNER:

Grand Aliana Business Park, LP,
a Texas limited partnership

By: J-P Development, LLC,
a Texas limited liability company

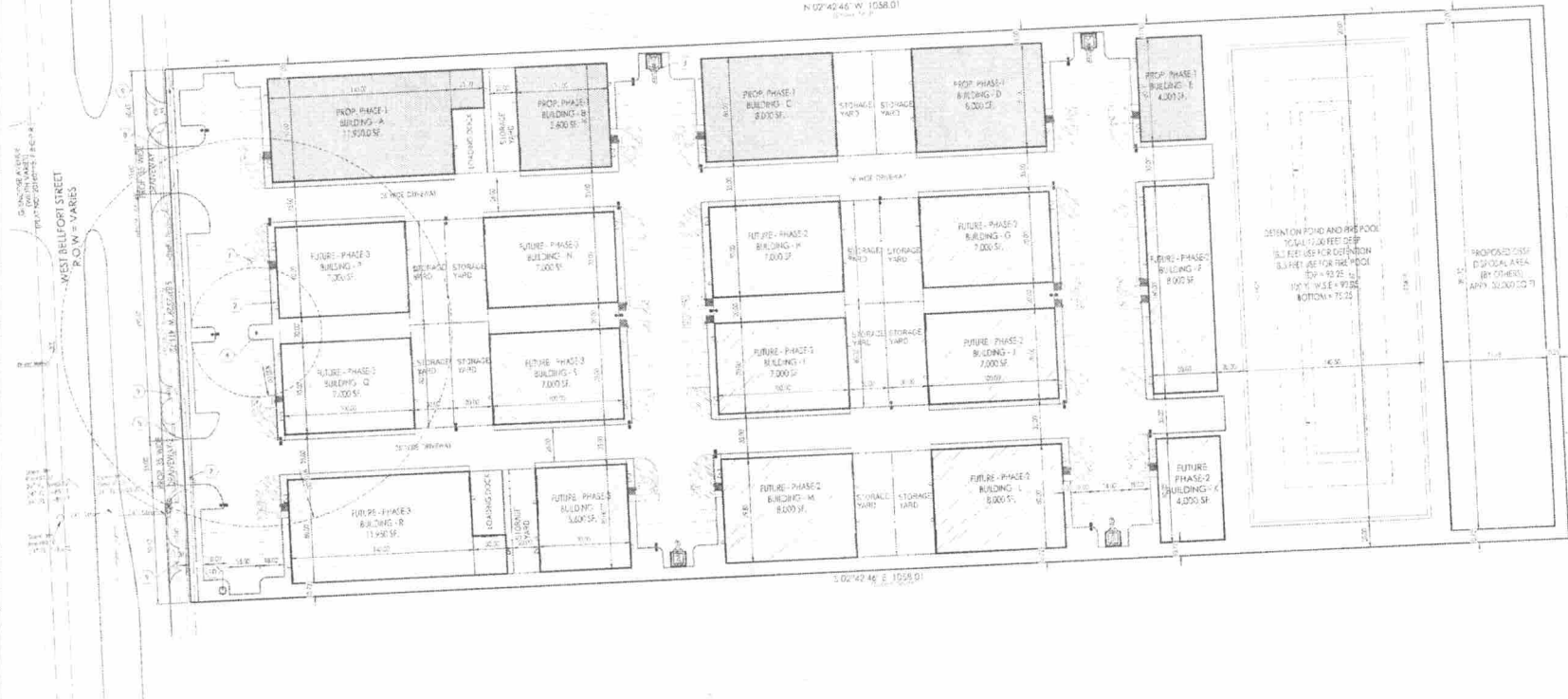
By: Pankaj H. Patel
Pankaj H. Patel

EXHIBIT A

DETAILS: INDICATED BY KEY

N 02°42'46" W 1058.01'

S 02°42'46" E 1055.01'



- KEY NOTES**
1. PROPOSED HANDICAP ACCESSIBLE PARKING SPACE (DA)
 2. PROPOSED CONCRETE SIDEWALK
 3. PROPOSED DUMPSTER ENCLOSURE (DETAIL 1E) (DETAIL 1B)
 4. PROPOSED WATER VALVE
 5. 24" EIGHT POLE INSTALLED 2' FROM EDGE OF CURB (DETAILS REF. CD 1.0)
 6. FOUNDATION (OR BY OTHER) PERMITTED SEPARATELY WITH BOTH BEING COLLECTORS DEPARTMENT (CONTRACTOR) TO THE OWNER AND REGULATORY AGENCY PRIOR TO INSTALLATION.
 7. ENDING POWER POLE TO BE RELOCATED
 8. PROP. 36 FEET WIDE CONCRETE DRIVEWAYS WITH 24" R/C CURB
 9. EXISTING DRIVEWAYS AND CURBS TO BE REMOVED AND DITCH TO BE REGRADED
 10. UTI SCHEDULE FOR SEWAGE WATER

PARKING CALCULATIONS

PROPOSED LAND USE: COMMERCIAL USE
PREVIOUS AND USE: COMMERCIAL - VACANT
PROPOSING RETAIL BUILDING
NO. OF PARKING SPACES REQUIRED FOR THE PROP. BLDG:
PARKING SPACE FOR EVERY 1000 SQ. FT. WAREHOUSE = 30 (2007/09 - 1/1/2025)
25 PARKING SPACES PER 1000 SQ. FT. OFFICE = 25 (1/20/00 - 10/31/2025)
NUMBER OF PROPOSED PARKING SPACES REQUIRED (MIN): 44 (SPACES TOTAL)
NUMBER OF PROPOSED PARKING SPACES PROPOSED: 44 (SPACES TOTAL: 104 REGULAR AND 20 ADA ACCESSIBLE)
NUMBER OF PROPOSED PARKING SPACES (OFF-STREET) MIN.
NOTE
16' ACCESSIBLE PARKING (DETAIL: N.C. 5)

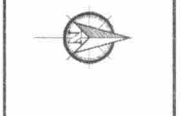
CATALYST TECHNICAL GROUP, INC.
 2000 West Loop South, Suite 1000
 Houston, Texas 77058
 Tel: 281.486.1111
 Fax: 281.486.1112
 www.catalystgroup.com

PROJECT TITLE

PROP. WAREHOUSE DEVELOPMENT
 LOCATED AT
18120 W BELFORT STREET
RICHMOND, TX 77407

GENERAL NOTES:

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY UNDER THE AUTHORITY OF 8011-001 LA 1118 - 1P #11.13.2019 (NOI) FOR REGULATORY AGENCY COMMENT AND/OR DISCUSSION



CTG Project Number: 18120
 Drawn By: JH
 Checked By: JH
 Scale: 1"=40'
 File Path: \\server\projects\18120\18120.dwg
 SHEET TITLE:

SITE PLAN

SHEET NUMBER:
C-1.0

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2019-540683

Date Filed:
09/16/2019

Date Acknowledged:
10/01/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Grand Aliana Business Park, L P
Katy, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
44-1911P
West Bellfort Street Improvement Contribution

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)