



THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT
(Tiemann)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (the "County"), a body politic acting herein by and through its Commissioners Court, and Tiemann 109 LLC, a limited liability company and owner of property subject to this Agreement, its successors and assigns, (the "Owner"). The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Owner owns and is currently preparing to develop a 107-acre tract of land located along or near FM 361 and Minonite Road as described in Exhibit A attached hereto and incorporated herein for all purposes, (the "Property"); and

WHEREAS, the Owner requests a waiver on any contributions associated with the Major Thoroughfare Plan realignment of Minonite Road and Old Needville-Fairchilds Road through the Property based on the potential total amount of lost developable acreage to accommodate the realignment; and

WHEREAS, the Parties desire to enter into a Development Agreement to memorialize the terms in which the County will waive the required contributions and submit the subdivision plats to its Commissioners Court for approval.

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

1. Owner's Responsibilities. The Owner agrees to submit subdivision plats and required bonds meeting the requirements of the County's Regulation of Subdivisions for Commissioners Court approval to develop the Property.

2. County's Responsibilities. In exchange for the Owner's commitments made in accordance with Section 1 above and satisfaction of all other requirements for subdivision plat approval, the County shall waive its requirements for contributions associated with the Major Thoroughfare Plan realignment of Minonite Road and Old Needville-Fairchilds Road through the Property, and accept the subdivision plats for development of the Property for approval of its Commissioners Court.

3. 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 COMMITMENT MADE BY THE OWNER TO THE 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.

4. Limitations of Agreement. The Parties hereto acknowledge this Agreement is limited to the development of the 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.

5. 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 any rights and remedies available at law or in equity. 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.

6. 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:

Tiemann 109 LLC
3103 Amber Lane
Rosenberg, Texas 77471

(b) Binding Effect. This Agreement, and the benefits and obligations hereof, shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns, as the case may be. Upon conveyance of any portion of the Property subject to this Agreement, there must be executed by the Owner and successor in interest, and delivered to the County within ten (10) days after the occurrence of such conveyance, an agreement of assignment and assumption in form reasonably acceptable to the County, pursuant to which the assignee assumes all obligations of the Owner under this Agreement.

(c) 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.

(d) 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.

(e) Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) Sovereign Immunity. The Parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(l) 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 law.

(m) 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.

(n) 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.

(o) Waiver and Release of Claims. The Parties agree that the Waiver and Release of Claims provisions set forth in Paragraph 3 herein are conspicuous, and the Parties have read and understood the same.

(p) 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, County Judge

8.9.2022
Date

Approved:


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

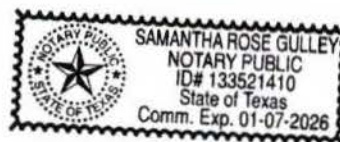
The State of Texas §
 §
County of Fort Bend §

This instrument was acknowledged before me on this 9 day of August, 2022 by KP George, County Judge of Fort Bend County, Texas, on behalf of said Fort Bend County Texas.

(NOTARY SEAL)

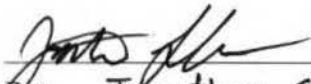


Notary Public, State of Texas



OWNER:

Tiemann 109 LLC,
a limited liability company


By: Jonathan Schwmann

7-11-2022
Date

The State of Texas §

§

County of Fort Bend §

This instrument was acknowledged before me on this 11 day of July, 2022 by Jonathan Schwmann, Manager of Tiemann 109 LLC, a limited liability company on behalf of such company.

(NOTARY SEAL)


Notary Public, State of Texas

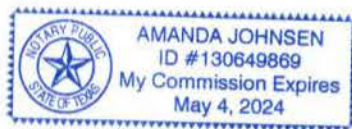


EXHIBIT A

Exhibit A

LAND USE SCHEDULE

RESIDENTIAL			
USE	UNITS	LOT MIX	ACREAGE
40 x 120	239±	97%	29.9± AC.
MODELS	7±	3%	0.8± AC.
SUBTOTAL	246±	100%	30.7± AC.

NON-RESIDENTIAL	
USE	ACREAGE
ROW	13.2± AC.
DETENTION	25.3± AC.
PARK	0.7± AC.
OPEN SPACE / EASEMENTS	35.7± AC.
UTILITY SITES	1.4± AC.
SUBTOTAL	76.3± AC.

OVERALL TOTAL=107.0 ACRES

SCALE 1" = 200'
DATE 05-16-2022



Use the 100-year floodplain indicated on this plan for the effective national flood insurance program's flood insurance rate map. The state regulatory agency may have updated flood hazard data. The developer may have identified different flood hazard areas which encumber more of the subject tract than what is currently depicted on this plan.

This plan was prepared based on PRELIMINARY engineering review which provides a preliminary estimate of the drainage requirements, easement locations, location and needs of water and wastewater facilities, and understanding of the required floodplain status. The developer and all of its agents are responsible and cannot be held liable for regulatory approvals for drainage and development have been obtained. This plan DOES NOT reflect a final engineering product and is subject to change due to further engineering design conditions and regulatory review.

All information furnished regarding this property is from sources deemed reliable. 7gen Planning has not made an independent investigation of these sources and no warranty or representation is made by 7gen Planning as to the accuracy, timeliness and same is submitted subject to errors, omissions, and changes of other information. This plan is intended to provide a visual representation of the development and is not intended to be used for any other purpose. The developer and all of its agents are responsible and cannot be held liable for regulatory approvals and to comply with governmental requirements and to comply with applicable law.

2022 7GEN PLANNING. ALL RIGHTS RESERVED.



RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photocopy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

**VAL WEST
DEVELOPMENT**

TIEMANN TRACT
107.0± AC., FORT BEND COUNTY, TX
SCHEMATIC LOTTING PLAN - OPT. C1

**7gen
PLANNING**

PLANNING & LANDSCAPE ARCHITECTURE
2109 CHERRY BLVD. SUITE 400 | 3050 CAPITAL OF TEXAS BLVD. SUITE 400
HOUSTON, TEXAS 77042 | DALLAS, TEXAS 75201
713.333.1004 | 214.333.1004

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas

August 10, 2022 04:12:20 PM

FEE: \$0.00

DP2

2022105108



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****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Tiemann 109, LLC
Rosenberg, TX United States

Certificate Number:
2022-909382

Date Filed:
07/12/2022

Date Acknowledged:
08/11/2022

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.

22-Eng-101073
Development Agreement

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)