



THE STATE OF TEXAS §

COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT
(Caldwell Ranch)

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 608 Colony Investments, LTD., 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 approximate 24.17-acre tract of land as described in Exhibit A attached hereto and incorporated herein for all purposes, (the "Property"); and

WHEREAS, Juliff Manvel Road is a public roadway maintained by the County and adjacent to the Property; and

WHEREAS, the Parties desire to enter into a Development Agreement to memorialize the terms in which the Owner will submit subdivision plats to the County for approval of its Commissioners Court, dedicate land for use as a public right of way, and contribute to the improvements to Juliff Manvel Road.

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 perform the following at its sole cost and at no cost to the County:

(a) within 10 business days of the effective date hereof, pay to the County a total amount of \$689,000.00 as its contribution for the future improvements to Juliff Manvel Road, (hereinafter called "Owner Contribution"). The Owner Contribution will be available to the County for the construction costs associated with the improvements to Juliff Manvel Road only, and the County shall, in its sole discretion, be entitled to use at any time, all or a portion of the Owner Contribution only in connection with the improvements to Juliff Manvel Road; and

(b) dedicate to the public, by subdivision plat, land within Caldwell Ranch Section 10 of the Property necessary to provide sufficient right of way for the proposed ultimate right of limits of Juliff Manvel Road, as depicted in Exhibit A.

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 agrees to present the proposed subdivision plats for consideration by the County's Commissioners Court for approval.

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
- (L) 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:

608 Colony Investments, LTD
1003 NW Military Hwy, Suite 2201
San Antonio, Texas 78231

(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 a 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
KP George, County Judge

May 28, 2024
Date

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

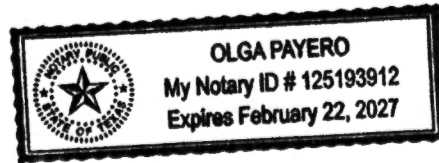
The State of Texas §

County of Fort Bend §

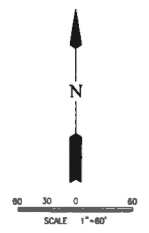
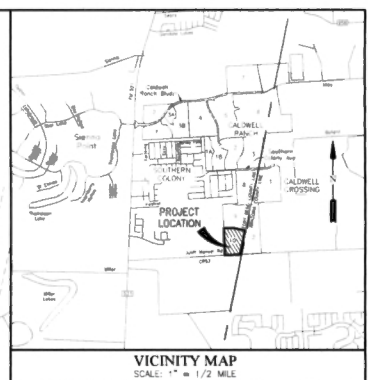
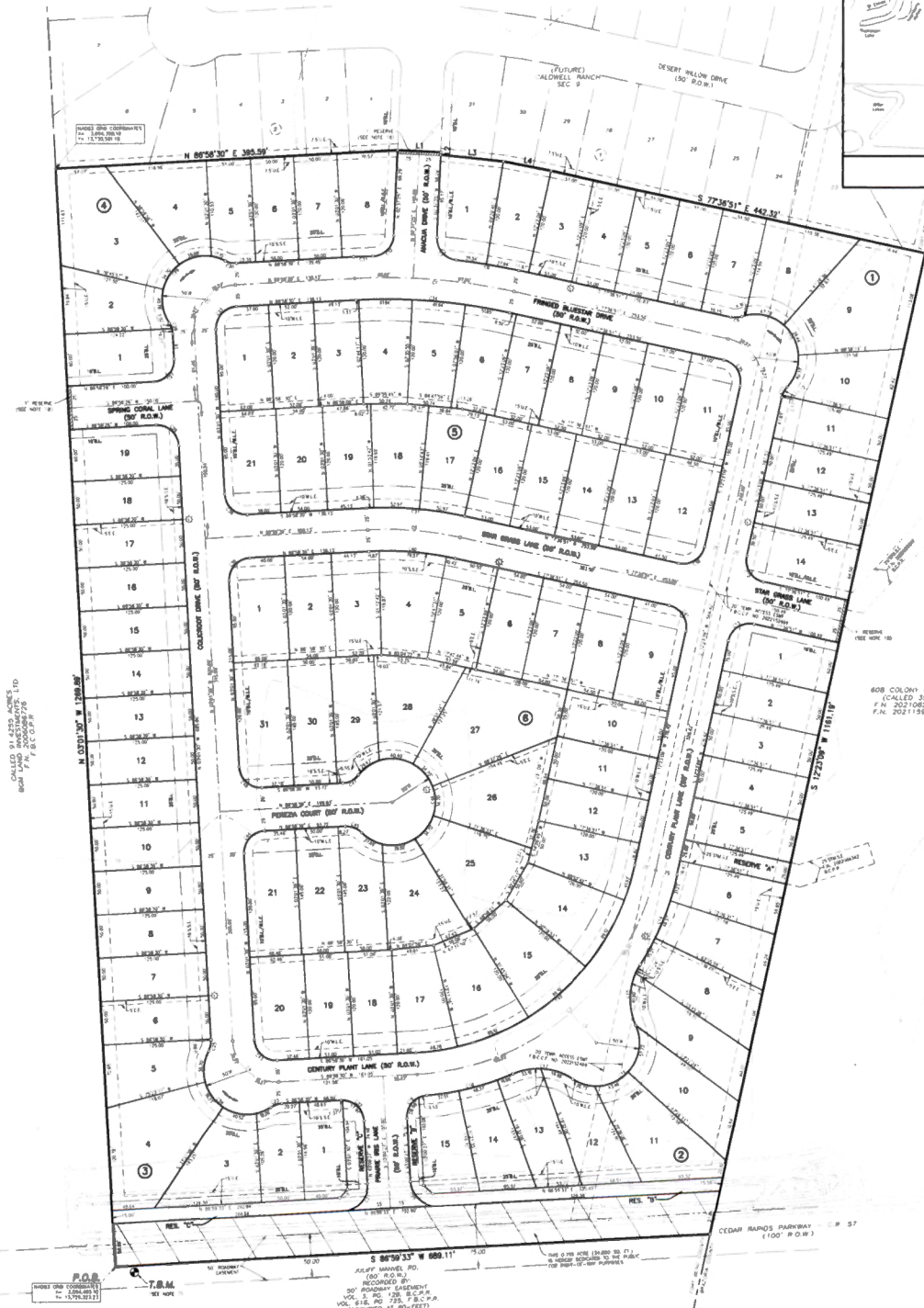
This instrument was acknowledged before me on this 28 day of May, 2024^(op) by 2023 KP George, County Judge of Fort Bend County, Texas, on behalf of said County.

(NOTARY SEAL)

Olga Payero
Notary Public, State of Texas



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.



608 COLONY INVESTMENTS, LLC
 (CALLED 353.928 ACRES)
 F.W. 2021082181; B.C.C.P. &
 F.W. 2021199184; F.B.C.O.P.P.

CALLED BY INSTRUMENT NO. 2020089775
 F.W. 18101048

F.O.B.
 UNDER ONE COORDINATE
 (4094.44)
 (1474.9111)

ALLEY MANAGER, P.O.
 (600 A.O.S.)
 RECORDED IN
 2017 INSTRUMENT 201700000000
 VOL. 516, PG. 735; F.B.C.P.P.
 (OCCURRED AT 80-FOET)

**FINAL PLAT OF
 CALDWELL RANCH
 SECTION 10**

A SUBDIVISION OF 24.186 ACRES OF LAND SITUATED IN THE
 WILLIAM PETTUS LEAGUE, ABSTRACT 68, FORT BEND COUNTY, TEXAS.

108 LOTS 3 RESERVES (0.387 ACRES) 6 BLOCKS
 SEPTEMBER 26, 2023 JOB NO. 1931-8063C

OWNERS:
608 COLONY INVESTMENTS, LTD.,
 A TEXAS LIMITED PARTNERSHIP
 BY FW COMPANIES, L.L.C.
 A TEXAS LIMITED LIABILITY COMPANY
 BRAD RICHIE, SECRETARY
 10003 HWY MILITARY HWY, SUITE 2201, SAN ANTONIO, TEXAS 78231
 PH: 210-344-9200 EXT. 23

SURVEYOR:
GBI PARTNERS
 4724 WEST A PO BOX 18163 FPM 412 30300
 HOUSTON, TEXAS 77060
 REG. NO. 31499-0377 WWW.GBI-PARTNERS.COM

ENGINEER:
LJA Engineering, Inc.
 1801 W. Grand Parkway North
 Suite 100
 Katy Texas 77449
 Phone 713.853.5200
 Fax 713.853.5028
 FRM-F-1388

JOHN P. BORDOWY, R.P.L.S.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 8440
 KATHLEEN KITCHEN, P.E.
 LICENSED PROFESSIONAL ENGINEER
 TEXAS LICENSE NO. 136244

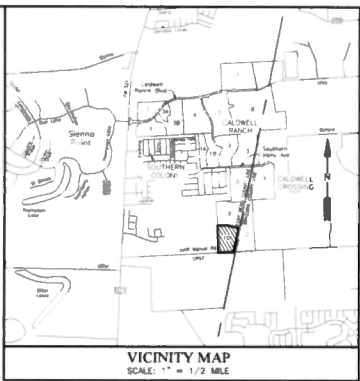
- LEGEND**
- B.L. INDICATES BUILDING LINE
 - U.L. INDICATES UTILITY EASEMENT
 - W.L. INDICATES WATERLINE EASEMENT
 - S.S.E. INDICATES SANITARY SEWER EASEMENT
 - S.W.S.E. INDICATES STORM SEWER EASEMENT
 - B.C.P.A. INDICATES BRAZOS COUNTY PLAT RECORDS
 - B.C.C.R. INDICATES BRAZOS COUNTY CLERK'S RECORDS
 - F.B.C.P.P. INDICATES FORT BEND COUNTY PLAT RECORDS
 - F.B.C.O.P. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
 - F.B.C.O.P.P. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
 - F.B.C.C.F. INDICATES FORT BEND COUNTY CLERK'S FILE
 - F.B.C.C.R. INDICATES FORT BEND COUNTY DEED RECORDS
 - F.B. INDICATES FILE NUMBER
 - E.C. INDICATES ELECTRICAL EASEMENT
 - P.G. INDICATES PAGE
 - H.O. INDICATES HOMER
 - R.O.W. INDICATES RIGHT OF WAY
 - RES. INDICATES RESERVE
 - R.S.B. INDICATES RIGHT OF BEGINNING
 - VOL. INDICATES VOLUME
 - Ⓢ INDICATES PROPOSED STREET LIGHT
 - T.B.M. INDICATES TYPICAL BENCHMARK
 - INDICATES STREET NAME CHANGE

RESERVE TABLE				
RESERVE	ACREAGE	SQ.FT.	TYPE	MAINTENANCE
A	0.072	3,137	RESTRICTED TO OPEN SPACE/IRRIGACE	NOA; BRAZOS-10FT BEND COUNTY W.D. NO. 1
B	0.157	6,833	RESTRICTED TO LANDSCAPE/OPEN SPACE	NOA
C	0.158	6,867	RESTRICTED TO LANDSCAPE/OPEN SPACE	NOA
TOTAL	0.387	16,837		

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.

BLOCK 1			BLOCK 2			BLOCK 3			BLOCK 4			BLOCK 5			BLOCK 6			BLOCK 6		
LOT NO.	SQ.FT.	LOT WTH AT B.L.	LOT NO.	SQ.FT.	LOT WTH AT B.L.	LOT NO.	SQ.FT.	LOT WTH AT B.L.	LOT NO.	SQ.FT.	LOT WTH AT B.L.	LOT NO.	SQ.FT.	LOT WTH AT B.L.	LOT NO.	SQ.FT.	LOT WTH AT B.L.	LOT NO.	SQ.FT.	LOT WTH AT B.L.
1	7,713	51.80	1	7,701	50.80	1	5,988	50.00	1	5,264	50.00	1	7,288	52.00	1	7,000	50.00	21	8,833	50.48
2	6,330	50.80	2	6,275	50.00	2	5,812	50.88	2	7,257	52.78	2	6,240	52.00	2	6,480	54.00	22	7,250	50.80
3	8,203	51.00	3	8,275	50.00	3	9,021	53.58	3	12,871	48.58	3	8,250	52.53	3	8,491	55.10	23	8,908	55.17
4	8,700	51.00	4	8,275	50.00	4	12,788	50.72	4	8,871	50.91	4	8,782	55.61	4	7,987	73.24	24	8,418	49.48
5	8,120	51.00	5	8,275	50.00	5	7,168	53.78	5	8,994	51.68	5	8,782	58.61	5	7,115	80.23	25	9,375	48.58
6	8,120	51.00	6	8,187	50.00	6	8,250	50.00	6	8,000	50.00	6	8,847	58.20	6	8,480	54.00	26	8,293	48.58
7	8,148	51.84	7	7,384	49.84	7	8,250	50.00	7	8,000	50.00	7	8,140	52.00	7	8,480	54.00	27	14,100	48.58
8	8,858	17.54	8	8,482	50.04	8	8,250	50.00	8	8,250	50.00	8	8,240	52.00	8	8,480	54.00	28	8,888	51.47
9	14,443	43.22	9	8,275	50.00	9	8,250	50.00	9	8,250	50.00	9	8,410	52.00	9	7,788	54.00	29	8,768	50.21
10	7,781	50.80	10	7,881	54.11	10	8,250	50.00	10	8,250	50.00	10	8,240	52.00	10	8,800	55.00	30	7,250	50.00
11	8,275	50.00	11	8,900	50.88	11	8,250	50.00	11	7,888	52.00	11	7,888	52.00	11	8,000	50.00	31	8,882	52.58
12	8,275	50.00	12	7,771	48.83	12	8,250	50.00	12	7,888	54.00	12	7,888	54.00	12	8,000	50.00			
13	8,275	50.00	13	7,268	52.67	13	8,250	50.00	13	8,240	53.00	13	8,240	53.00	13	7,156	64.54			
14	8,977	49.84	14	8,250	50.00	14	8,250	50.00	14	8,240	53.00	14	8,240	53.00	14	8,427	81.00			
15	8,250	50.00	15	8,250	50.00	15	8,250	50.00	15	8,250	50.00	15	8,240	53.00	15	8,427	81.00			
16	8,250	50.00	16	8,250	50.00	16	8,250	50.00	16	8,250	50.00	16	8,240	53.00	16	8,427	81.00			
17	8,250	50.00	17	8,250	50.00	17	8,250	50.00	17	8,250	50.00	17	7,255	56.08	17	7,205	65.93			
18	8,250	50.00	18	8,250	50.00	18	8,250	50.00	18	8,250	50.00	18	7,255	56.08	18	6,170	51.00			
19	8,250	50.00	19	8,250	50.00	19	8,250	50.00	19	8,250	50.00	19	8,240	53.00	19	6,170	51.00			
20	8,250	50.00	20	8,250	50.00	20	8,250	50.00	20	8,240	53.00	20	8,240	53.00	20	7,384	52.48			
21	7,540	54.00																		



CURVE TABLE					CURVE TABLE				
CURVE NO.	INCHES	DELTA	ARC CHORD BEARING	CHORD	CURVE NO.	INCHES	DELTA	ARC CHORD BEARING	CHORD
01	490.00	171.43	S 89°19'00"	180.02	021	25.00	1023.78	N 72°12'30"	12.14
02	300.00	870.00	S 85°41'30"	303.95	022	25.00	900.00	S 89°12'30"	35.30
03	50.00	173.21	S 89°40'30"	383.95	023	25.00	878.96	S 89°12'30"	35.30
04	50.00	80.00	S 85°41'30"	70.71	024	25.00	1023.78	N 72°12'30"	12.14
05	50.00	80.00	S 85°41'30"	70.71	025	25.00	1023.78	N 72°12'30"	12.14
06	400.00	1524.30	S 89°19'00"	180.02	026	25.00	900.00	S 89°12'30"	35.30
07	25.00	88.07	S 25°58'00"	34.14	027	25.00	878.96	S 89°12'30"	35.30
08	175.00	533.17	S 89°19'00"	73.44	028	25.00	1023.78	N 72°12'30"	12.14
09	25.00	307.78	S 25°58'00"	13.14	029	25.00	900.00	S 89°12'30"	35.30
10	50.00	160.00	S 89°19'00"	86.80	030	25.00	1023.78	N 72°12'30"	12.14
11	25.00	307.78	S 25°58'00"	13.14	031	25.00	900.00	S 89°12'30"	35.30
12	25.00	80.00	S 89°19'00"	35.30	032	25.00	900.00	S 89°12'30"	35.30
13	25.00	80.00	S 89°19'00"	35.30	033	25.00	900.00	S 89°12'30"	35.30
14	25.00	173.21	S 89°19'00"	112.29	034	25.00	900.00	S 89°12'30"	35.30
15	75.00	55.00	S 24°00'00"	70.38	035	25.00	900.00	S 89°12'30"	35.30
16	50.00	148.34	S 89°12'30"	86.78	036	25.00	900.00	S 89°12'30"	35.30
17	75.00	55.00	S 24°00'00"	70.38	037	25.00	900.00	S 89°12'30"	35.30
18	375.00	189.81	S 78°10'45"	100.51	038	25.00	900.00	S 89°12'30"	35.30
19	25.00	88.13	S 85°41'30"	34.81	039	25.00	900.00	S 89°12'30"	35.30
20	50.00	80.00	S 85°41'30"	42.47	040	25.00	900.00	S 89°12'30"	35.30
21	50.00	80.00	S 85°41'30"	42.47	041	25.00	900.00	S 89°12'30"	35.30
22	25.00	80.00	S 85°41'30"	35.30	042	25.00	900.00	S 89°12'30"	35.30
23	25.00	80.00	S 85°41'30"	35.30	043	25.00	900.00	S 89°12'30"	35.30
24	25.00	80.00	S 85°41'30"	35.30	044	25.00	900.00	S 89°12'30"	35.30
25	25.00	80.00	S 85°41'30"	35.30	045	25.00	900.00	S 89°12'30"	35.30
26	25.00	80.00	S 85°41'30"	35.30	046	25.00	900.00	S 89°12'30"	35.30
27	25.00	80.00	S 85°41'30"	35.30	047	25.00	900.00	S 89°12'30"	35.30
28	25.00	80.00	S 85°41'30"	35.30	048	25.00	900.00	S 89°12'30"	35.30
29	25.00	80.00	S 85°41'30"	35.30	049	25.00	900.00	S 89°12'30"	35.30
30	25.00	80.00	S 85°41'30"	35.30	050	25.00	900.00	S 89°12'30"	35.30

LINE TABLE		
LINE NO.	BEARING	DISTANCE
01	S 89°12'30" E	50.00
02	S 89°12'30" E	312
03	S 89°12'30" E	72.66
04	S 78°48'00" E	55.87
05	S 40°18'30" E	49.72
06	N 02°01'30" W	28.78
07	S 48°00'30" E	14.14
08	S 41°58'00" E	14.14

FINAL PLAT OF CALDWELL RANCH SECTION 10

A SUBDIVISION OF 24.168 ACRES OF LAND SITUATED IN THE WILLIAM PETTUS LEAGUE, ABSTRACT 68, FORT BEND COUNTY, TEXAS.

108 LOTS 3 RESERVES (0.367 ACRES) 6 BLOCKS
SEPTEMBER 26, 2023 JOB NO. 1931-8093C

OWNERS:
608 COLONY INVESTMENTS, LTD.,
A TEXAS LIMITED PARTNERSHIP
BY FW COMPANIES, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY
BRAD RICHIE, SECRETARY
10003 NW MILITARY HWY, SUITE 2201, SAN ANTONIO, TEXAS 78231
PH: 210-344-9200 EXT. 23



GPI PARTNERS
REGISTERED PROFESSIONAL LAND SURVEYOR
17306 REGISTRATION NO. 6405

LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77468
Phone 713.853.5200
Fax 713.853.5208
PFD-4-1388

JON P. BOROBYNO, P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
17306 REGISTRATION NO. 6405

KATHLEEN KIMBLE, P.E.
LICENSED PROFESSIONAL ENGINEER
17306 REG. NO. 13824

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

May 31, 2024 12:40:08 PM



FEE: \$0.00

DP2

2024051346