



STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SUBDIVISION AND RIGHT-OF-WAY DEVELOPMENT AGREEMENT

This Development Agreement is entered into by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter called "County," and HOUSTON LD, 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 consisting of 109.4 acres, more or less, abutting Hopkins Road and Grunwald Road situated in the Lester E. Cross Survey, Abstract No. 416, Fort Bend County, Texas and is more fully described in deed recorded under Clerk's File No's. 2024018142 in the Official Public Records of Fort Bend County, Texas (hereinafter the "Developer's Property"); and

WHEREAS, Developer is planning a mixed-use development to be constructed in multiple sections and/or phases located in Developer's Property (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, 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. **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").
 - (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) Developer shall dedicate right-of-way adjacent to the Subdivision for the following roads as follows:
 - (1) Hopkins Road: Developer shall dedicate approximately 30 feet of ROW to facilitate the County's desired 120 feet of total ROW width with a 10 foot landscape setback and as provided on "Exhibit A" attached hereto and incorporated herein by reference.
 - (2) FM 1875: Developer shall dedicate approximately 20 feet of ROW to facilitate the County's desired 120 feet of total ROW width with a 30 foot landscape setback and as provided on Exhibit A attached hereto.
 - (d) Developer shall contribute funds necessary for the following rights-of-way:
 - (1) Developer shall contribute funds to County in the amount of Zero and 00/100 Dollars (\$0.00) for improvements to Hopkins Road.
 - (e) Notwithstanding the foregoing, nothing contained in this Agreement shall be construed to require County to make improvements to Hopkins Road or FM

1875. County, in its sole discretion, shall determine if and when such improvements to the above-referenced roads shall be constructed in accordance with generally accepted traffic engineering principals.

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

- (a) Up to sixty percent (60%) of the total lots in the Subdivision (approximately 207 lots) may be less than 5,000 square feet in area.

4. **Non-Standard Improvements and Materials.**

- (a) Developer may build and establish certain improvements in various rights-of-way such as monument signs, landscaping, masonry entrances, sidewalks, irrigation, and other above-surface and below-surface structures to be wholly or partially contained in various rights-of-way platted or to be platted as part of the Subdivision, or to use non-standard materials such as pavers as part of streets (such improvements, structures, and non-standard materials are hereinafter collectively referred to as the "Non-Standard Improvements and Materials").
- (b) Developer understands and agrees that Developer shall be solely responsible for the installation and maintenance of any Non-Standard Improvements and Materials. After completion of the installation of the Non-Standard Improvements and Materials, and notwithstanding County's acceptance of the street, road and/or rights-of-way into the County Road Maintenance System, Developer shall remain solely responsible for the repair, replacement, and maintenance of the Non-Standard Improvements and Materials. Developer warrants, covenants and agrees that County shall have no responsibility for the repair, replacement, or maintenance of the Non-Standard Improvements and Materials.
- (c) After acceptance into the County Road Maintenance System, if the same occurs, and in the event County may find it necessary to make roadway improvements within the rights-of-way occupied by any Improvement and Materials, Developer shall be solely responsible for the cost of removal of any such Non-Standard Improvements and Materials, or the additional cost of repair required by such installation instead of the County's standard required materials.
- (d) After acceptance into the County Road Maintenance System, if the same occurs, and should County, based upon generally accepted traffic engineering principals, determine that any of the Non-Standard Improvements and Materials (or parts

thereof), proposed or existing, within the rights-of-way constitute an unusual threat to public road traffic, then Developer shall immediately, and at Developer's sole cost and expense, remove the respective Non-Standard Improvements and Materials (or part(s) thereof) from the County road right-of-way within the time prescribed by County. Additionally, County shall have the right to make any repairs necessary to the right-of-way to ensure the safety of vehicular and pedestrian traffic.

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

- (a) Developer shall convey and grant unencumbered and marketable title in and to Hopkins Road and FM 1875 as provided in Section 2(c)(1)-(2). Title to said road(s) 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, or any other Non-Standard Improvements and 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 a Special District or Property Owner's Association as provided in this Agreement.

- 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. **Assignment.** Developer's rights and obligations created under this Agreement may be transferred, assigned and delegated to one or more property owners associations for the Subdivision or a special district organized under the laws of the State of Texas only with County's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Upon assignment to any such property owners association and/or special district, 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.
9. **Applicability.** The terms of this Agreement will control and be deemed to apply to any roads in the Subdivision to the extent that Developer has previously installed Improvements or Materials within the rights-of-way of any road or roads that have been accepted by County. By its execution of this Agreement, Developer agrees to such conditions and acknowledges that County would not have entered into this Agreement unless the terms hereof apply to all roads and rights-of-way within the Subdivision.
10. **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 will be of equal or greater strength and suitability as the then current standards for County roads contained in County's standard requirements.
11. **Indemnity.** DEVELOPER SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION, WHETHER FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO ANY ACTION OR FAILURE TO ACT BY DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS WITH RESPECT TO THE DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE NON-STANDARD IMPROVEMENTS AND MATERIALS. DEVELOPER FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR PERSONAL INJURIES AND PROPERTY DAMAGE WITH LIMITS OF LIABILITY OF NOT LESS THAN ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) COVERING SAID NON-STANDARD IMPROVEMENTS AND MATERIALS AND TO FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AND THE MEMBERS OF COMMISSIONERS COURT AS AN ADDITIONAL INSURED.

DEVELOPER SHALL ADDITIONALLY INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL COSTS OF REPAIR AND/OR REPLACEMENT OF ANY STREET, ROAD, BRIDGE, DRAINAGE STRUCTURE OR OTHER PORTION OF ANY RIGHT-OF-WAY DAMAGED BY THE

FAILURE, REPAIR, OR REPLACEMENT OF ANY NON-STANDARD IMPROVEMENTS AND MATERIALS WHETHER OR NOT THE DAMAGE TO THE STREET, ROAD, BRIDGE, DRAINAGE STRUCTURE OR OTHER PORTION OF SAID RIGHT-OF-WAY OCCURS BEFORE OR AFTER ACCEPTANCE OF THE STREET OR ROAD INTO THE COUNTY ROAD MAINTENANCE SYSTEM OR CONVEYANCE OF THE SAME.

12. **Developer's Acknowledgement and Release.** DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION(S) MADE BY DEVELOPER TO COUNTY, 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 EXACTIONS 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.
12. **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.
13. **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.
14. **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: Houston LD, LLC
Attn: Cameron Milstead
7906 N. Sam Houston Pkwy, Suite 310
Houston, TX 77064

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.

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. **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.
20. **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.
21. **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.

22. **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.
23. **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.

24. **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.
25. **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.
26. **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.
27. **Effective Date.** The Effective Date of this Agreement shall be the date signed by the last Party hereto.
28. **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}

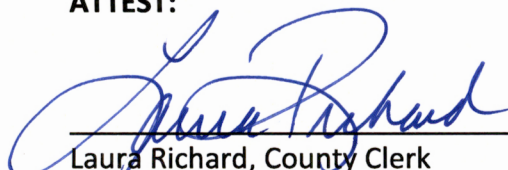
SIGNED and AGREED to this 11 day of June, 2024.

FORT BEND COUNTY, TEXAS



KP George,
County Judge

ATTEST:



Laura Richard, County Clerk



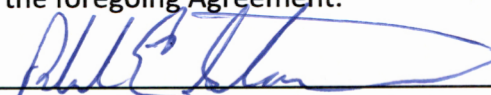
APPROVED:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 0.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

DEVELOPER:

Houston LD, LLC
a Texas limited liability company



Authorized Agent – Signature

Cameron Milstead

Authorized Agent- Printed Name

VP of Land-Houston

Title

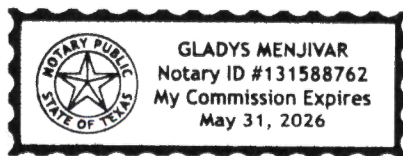
5/23/24

Date

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Instrument was acknowledged before me, the undersigned notary, on this 23 day of May, 2024 by Cameron Milstead, VP of Land-Houston of Houston LD, LLC, a Texas limited liability company, on behalf of said limited liability company.



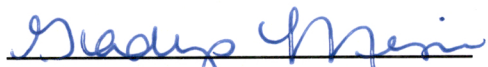

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT A

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



BEASLEY TRACT
109.4± ACRES WITHIN FT. BEND CO., TEXAS
SCHEMATIC LOTTING PLAN - OPTION C



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

June 18, 2024 02:32:18 PM

FEE: \$0.00

RMR

2024057478



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.

Houston LD, LLC
Fayetteville , AR United States

Certificate Number:
2024-1167183

Date Filed:
05/28/2024

Date Acknowledged:
06/18/2024

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, Texas

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.

24-Eng-100459
Subdivision and Right-of-Way 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)