

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated _____, 2024, sets forth the terms and conditions between **L.A. Waters and Mason Equest Investments, LLC**, a Texas limited liability company, (together, the “Landowners”), and the **CITY OF FULSHEAR, TEXAS** (the “City”), a home rule city of the State of Texas, principally situated in Fort Bend County acting by and through its governing body, the City Council, (collectively, the “Parties”) regarding the joint participation in a Local On System Improvement Project Agreement, permitting of a detention project, and the dedication of certain property to serve the City’s water supply and wastewater systems.

RECITALS

WHEREAS, the Landowners own certain properties that are located within the corporate limits of the City and which the Landowners propose to develop for residential or commercial purposes; and

WHEREAS, in order to facilitate development of Landowners’ property, Landowners desire for the City to participate in a Local On System Improvement Project Agreement (a “LOSA”) between the City and the Texas Department of Transportation (“TxDOT”) and involving the Landowners, which will allow for certain drainage improvements to be installed under Farm to Market Road 359 (“FM 359”); and

WHEREAS, Landowners also desire for the City to permit a detention and drainage plan on Landowners’ commercial property on FM1093, which is part of the land affected by the Dedications; and

WHEREAS, the City desires to participate in the LOSA and the detention permitting in exchange for Landowners agreement to dedicate to the City a sanitary sewer easement and to deed a tract of land sufficient to construct a remote water well which is needed by the City, as described herein (the “Dedications”); and

WHEREAS, the Parties now wish to enter into this Agreement to provide for the terms and conditions of participation in the LOSA and the Dedications.

NOW THEREFORE, for and in consideration of the mutual promises and representations herein contained, the Parties hereby agree to the terms of this Agreement.

ARTICLE I

The LOSA, Detention, and the Dedications

1.1. The LOSA and Detention Permit.

(a) In exchange for the Dedication described herein, the City agrees to participate in a LOSA with TxDOT and the Landowners, which will provide for the construction of an 8 foot by 4 foot reinforced concrete box culvert to be installed under FM 359 to serve among other landowners, the Landowners' property located on the east side of FM 359, as shown on **Exhibit A** attached hereto (the "Drainage Project"). The Drainage Project is necessary to facilitate additional development in the corporate limits of the City and to serve additional drainage needs along FM 359. The City and the Landowners agree to act in good faith in order to facilitate the negotiation and execution of the LOSA within 30 days from the execution of this Agreement. It is further agreed that the Landowners will contract, execute, and pay for the construction of the Drainage Project, subject to the terms of the LOSA and other applicable state and city regulations, as soon as practicable after the LOSA is signed by all parties.

(b) In further exchange for the Dedication as described herein, the City agrees to use its best efforts to issue an approval of future construction plans detailing the drainage and detention concept to serve the Landowners' +/- 29 acre commercial site on FM1093 draining into the Polo Ranch drainage system that subsequently drains into Bessie's Creek, in consultation with the Fort Bend County Drainage District, and to minimize the effect of such final drainage and detention on the property. The initial concept is shown on **Exhibit B** attached hereto (the "Detention Permitting"); however, the Parties acknowledge that the final plans may differ.

1.2. The Dedications.

(a) In exchange for the City's agreement to participate in the LOSA and the Detention Permitting, the Landowners agree to dedicate to the City: (1) a sanitary sewer easement of approximately one and a half miles, along the proposed future Pecan Knoll Drive and continuing from there to the East, extending to the Polo Ranch Lift Station, as shown on **Exhibit C** attached hereto (the "Sanitary Sewer Easement"), and (2) an approximately one-acre tract of land, the potential locations of which are shown on **Exhibit D** attached hereto, for the purpose of constructing a remote water well (the "Remote Well Site").

(b) the location of the Remote Well Site to be dedicated to the City shall be chosen in order from the options outlined in **Exhibit C** attached hereto, with each choice receiving priority as numbered, unless such choice is not feasible for the intended purpose herein.

1.3. Ownership by the City. The City shall own, operate and maintain any facilities constructed by the City on the Sanitary Sewer Easement or the Remote Well Site (the "Facilities").

1.4. Funding. The City shall be solely responsible for any costs related to the construction of any Facilities on the Sanitary Sewer Easement or the Remote Well Site, including engineering, design, testing, construction management, installation, legal, and permitting costs. The Landowners shall have no responsibility, financial or otherwise, for the costs related to the Facilities.

1.5. Utility Agreement. If the Parties deem it to be necessary after execution of this Agreement, the Parties will use their reasonable best efforts to enter into a Utility Agreement to provide for the terms and conditions regarding each Party's rights and obligations relating to the Facilities.

ARTICLE II

Miscellaneous Provisions

2.1. 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 the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

2.2. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate Party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

2.3. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; or delivering the notice to an officer of such Party, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall be as follows:

If to the City:

City of Fulshear

P.O. Box 279
Fulshear, Texas 77441
Attention: City Secretary

If to the Landowners:

Mason Equest Investments, LLC
Attention: Mr. Lou Waters
Waters Group
5909 West Loop South, Suite 200
Bellaire, Texas 77401
lwaters@watersgroup.com

with a copy to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Katie Sherborne
ksherborne@abhr.com

The Parties shall have the right to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other Party.

2.4. No Additional Waiver Implied. The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

2.5. Reservation of Rights. All rights, powers, privileges, and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and may be exercised and enforced by the Parties.

2.6. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third parties.

2.7. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

2.8. Term and Termination. This Agreement shall be in full force and effect from and after the date first written above and shall remain in full force and effect until final execution of the LOSA and conveyance of the Dedications.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

CITY OF FULSHEAR, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

(SEAL)

MASON EQUEST INVESTMENTS, LLC
a Texas limited liability company

By: _____
Louis A. Waters, Owner

LOUIS A. WATERS
Individually

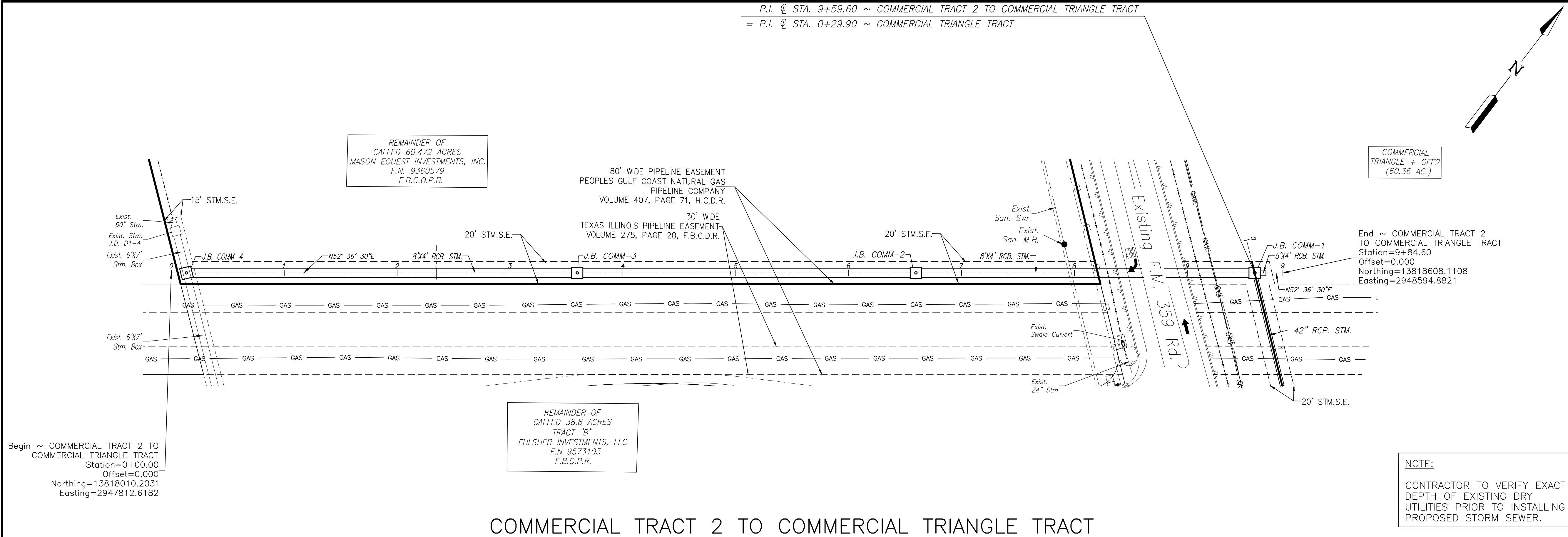
By: _____
Louis A. Waters

Exhibit A

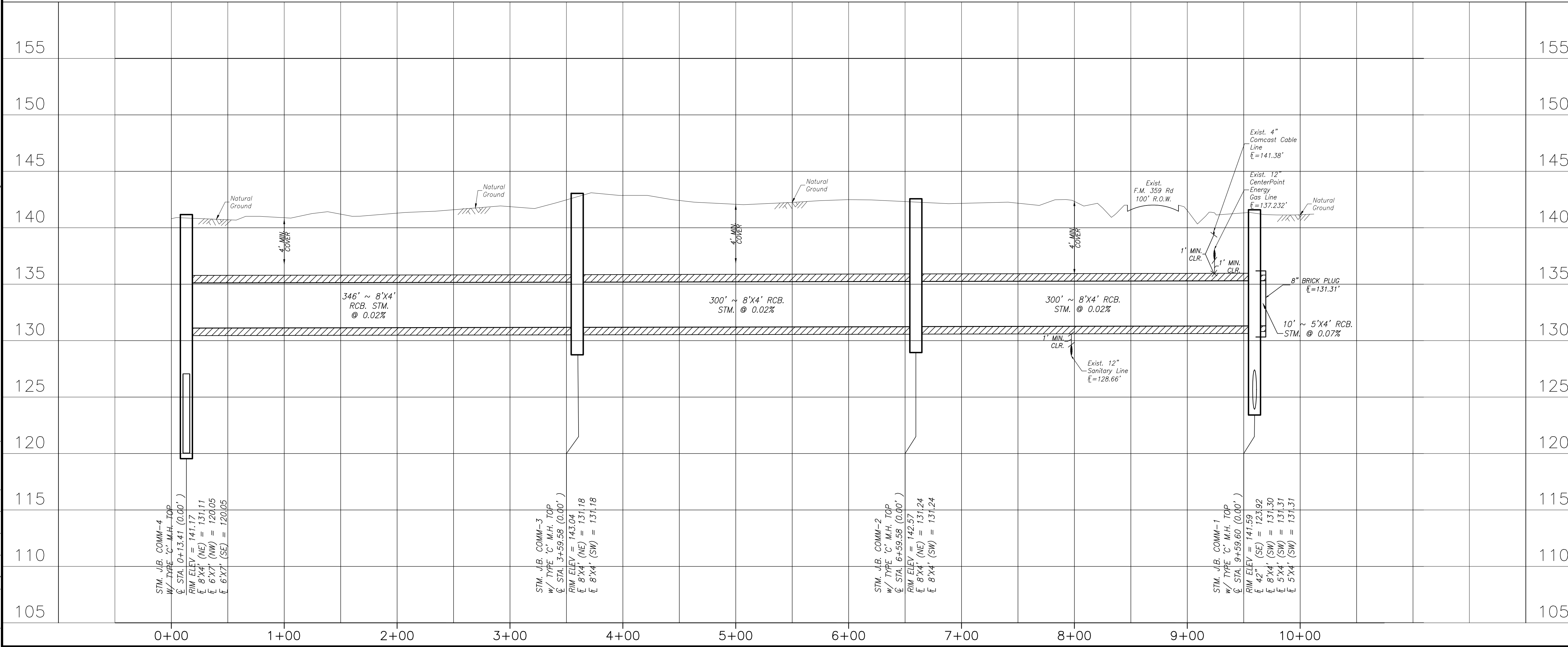
The Drainage Project

[See attached.]

Plot\Time : Thu, 08 Dec 2022 - 3:44pm User Name : voljones
Path Name : K:\Project\2337\0004\Sheet_1.dwg Commercial Tract 2 to Offsite Tract.dwg



COMMERCIAL TRACT 2 TO COMMERCIAL TRIANGLE TRACT



BENCHMARK:
BENCHMARK: NGS MONUMENT DESIGNATION H0CSD 66 (P.L.D. A95411) - STAINLESS
STEEL ROD IN SLEEVE LOCATED ON THE EAST SIDE OF F.M. 1463, #625 FEET
SOUTH OF THE INTERSECTION OF CORBITT ROAD.
ELEVATION = 136.30 NAVD 1988, GEOD 09
TEMPORARY BENCHMARK: OBI #104 - X CUT ON CONCRETE CURB LOCATED AT THE
WESTERLY TERMINUS OF LOU WATERS PARKWAY.
ELEVATION = 135.01 NAVD 1988, GEOD 09

NOTES:
1. MANHOLE RIM ELEVATIONS SHOWN ON PLAN ARE
APPROXIMATE ONLY. UTILITIES CONTRACTOR SHALL
ADJUST MANHOLE RIM TO 0.3' ABOVE FINISHED GRADE.
2. CONTRACTOR SHALL FIELD VERIFY FLOWLINES OF ALL
EXISTING SANITARY SEWER, STORM SEWER, AND WATER
LINES WHERE TYING IN.
3. CONTRACTOR SHALL NOT EXCEED 1/2 MANUFACTURER'S
RECOMMENDED MAXIMUM PIPE DEFLECTION
4. ALL T.C. ELEVATIONS SHOWN ON PLAN AND PROFILE
ARE BASED ON 6" CURB, TO OBTAIN 4"x12" CURB
ELEVATION, SUBTRACT 0.17".
5. EXISTING STRUCTURES AND FACILITIES CAN BE FOUND
ON SHEET 6.

RECORD DRAWING
I CERTIFY THAT THIS DRAWING REFLECTS THE IMPROVEMENTS
CONSTRUCTED AS TO SIZE, LOCATION AND GRADE AND THAT
THE CONSTRUCTION WAS IN FULL COMPLIANCE WITH THE
CONTRACT DOCUMENTS
INITIAL _____ DATE _____

NOTE:
IN CASE OF CONFLICT BETWEEN DETAILS SHOWN ON THIS SHEET AND THE
CITY OF FULSHEAR DESIGN STANDARDS, THE MORE STRINGENT SHALL APPLY.

DATE	REVISION	BY

12/7/2022

LJA Engineering, Inc.
3600 W Sam Houston Pkwy S Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

CITY OF FULSHEAR
FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT 245
WATERS COMMERCIAL TRACT
COMM. TRACT 2
TO COMM. TRIANGLE TRACT
STA. 0+00.00 TO END

LJA Project No.: 2937-0004 SEP 2022 Dwn By: VRJ Chkd By: EJD	Scale: HORZ : 1" = 50' VERT : 1" = 5'	SHEET 6 OF 11
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Exhibit B

30-Acre Drainage and Detention Project

[See attached.]

Path Name : C:\Users\cwallier\AppData\Local\Temp\AcPublish_12404\Waters Tract.mxd grading.dwg

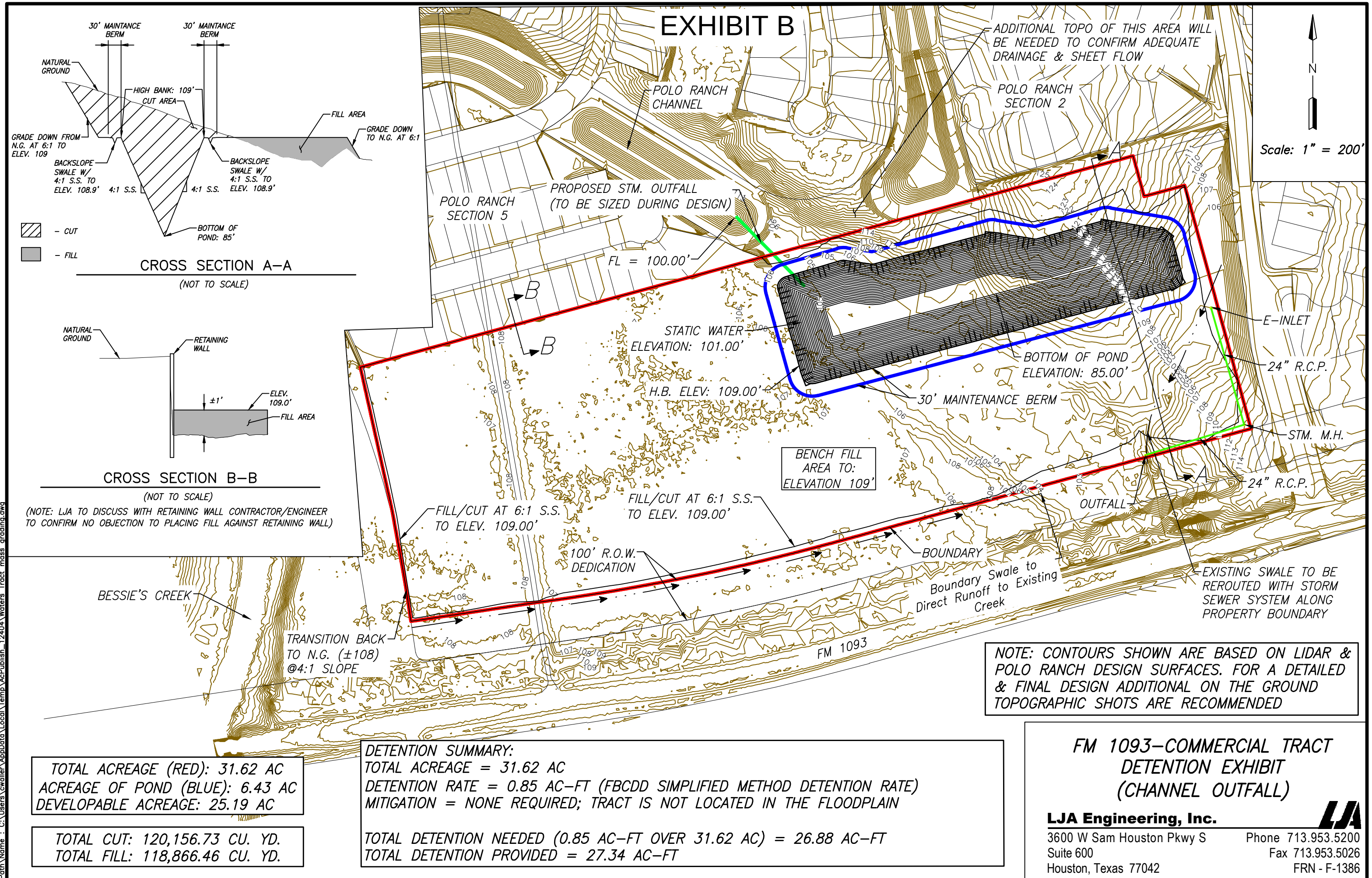


Exhibit C

Sanitary Sewer Easement

[See attached.]

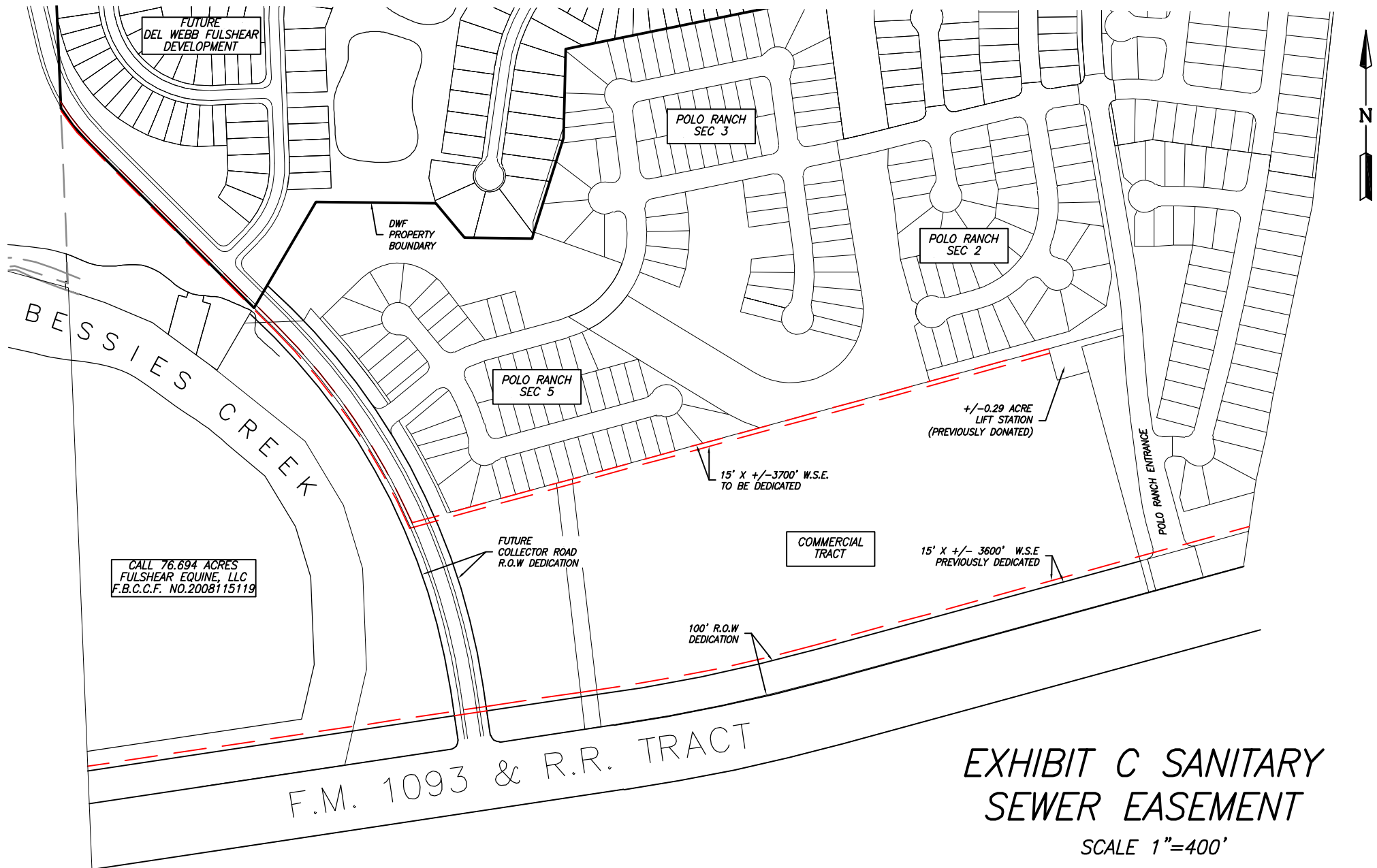


EXHIBIT C SANITARY SEWER EASEMENT

SCALE 1"=400'

LJA Engineering, Inc.

3600 W Sam Houston Pkwy S
Suite 600
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386



Exhibit D

Remote Well Site Options

[See attached.]



EXHIBIT D

**REMOTE WELL
SITE OPTIONS**

SCALE 1"=500'

LJA Engineering, Inc.

3600 W Sam Houston Pkwy S
Suite 600
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

