

5.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

## **SECTION 6** **MISCELLANEOUS**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

6.3 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

6.4 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.5 This Agreement cannot be assigned by either party.

6.6 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties. No provision of this Agreement constitutes consent to suit.

6.7 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

FORT BEND COUNTY

\_\_\_\_\_  
Robert E. Hebert, County Judge

THE STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018 by Robert E. Hebert, County Judge of FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, on behalf of said body corporate and politic.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

EXECUTED on this the 25<sup>th</sup> day of January 2018.

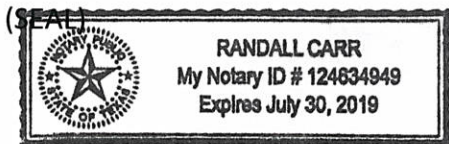
FIRETHORNE COMMUNITY ASSOCIATION, INC

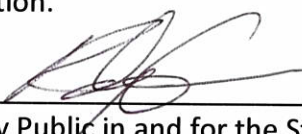
  
Wayne Meyer, Board President

1.25.2018  
Date

THE STATE OF TEXAS                   §  
  §  
COUNTY OF FT BEND               §

This instrument was acknowledged before me on the 25<sup>th</sup> day of January, 2018 by Wayne Meyer, President, of the Firethorne Community Association, Inc., a non-profit corporation organized under the laws of the State of Texas, on behalf of said non-profit corporation.



  
Notary Public in and for the State of Texas