

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT
(Miller Road Maintenance)

THIS 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 Harmony Public Schools, a qualified 501(c)(3) organization, (the "Owner"). The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the County is currently making improvements to Old Richmond Road under its 2017 Mobility Bond Program Project No. 17208 (the "Project"); and

WHEREAS, the Owner houses its Sugar Land Campus at 13738 Old Richmond Road (the "Owner's Property") which will be affected by the Project; and

WHEREAS, as part of the Project, the County plans to grade and construct a swale in front of the Owner's Property, a part of which may extend onto the Owner's Property; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms in which the Owner will grant permission to the County to enter the Owner's Property and construct the proposed swale.

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:

(a) Grant permission to the County to enter the Owner's Property to construct the proposed swale in accordance with the construction plans for Old Richmond Road from Sugarland-Howell Road to Belknap Road dated June 25, 2020, or the modification to construction as shown on Exhibit A attached hereto and incorporated herein for all purposes; and

(b) Maintain all portions of the swale beyond the boundaries of the public right of way upon completion of the construction of the swale.

2. County's Responsibilities. In exchange for the Owner's commitments made in accordance with Section 1 above, the County agrees to:

(a) Construct the proposed swale in accordance with the construction plans for Old Richmond Road from Sugarland-Howell Road to Belknap Road dated June 25, 2020, or the modification to construction as shown on Exhibit A; and



(b) Restore any portion of the Owner's Property damaged during construction of the construction of the swale; and

(c) Modify the proposed construction of the Project to include a continuous sidewalk instead of re-constructing the two existing driveways as shown on Exhibit A.

3. Default. In the event Owner fails to comply with any of the provisions of this Agreement within ten (10) 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.

4. 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:

Harmony Public Schools
Attention: Ilhan Guzey, M. Ed.
9321 W. Sam Houston Parkway S.
Houston, Texas 77099

(b) Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

(d) 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.

(e) 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.

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

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

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

(m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) 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 Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(o) 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.

(p) 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.

(q) 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

Date

Attest:

Laura Richard, County Clerk

Approved:

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

OWNER:

Harmony Public Schools,

DocuSigned by:
Nihat Bayhan
7070BE2D5933469...

Authorized Agent - Signature

8/12/2021

Date

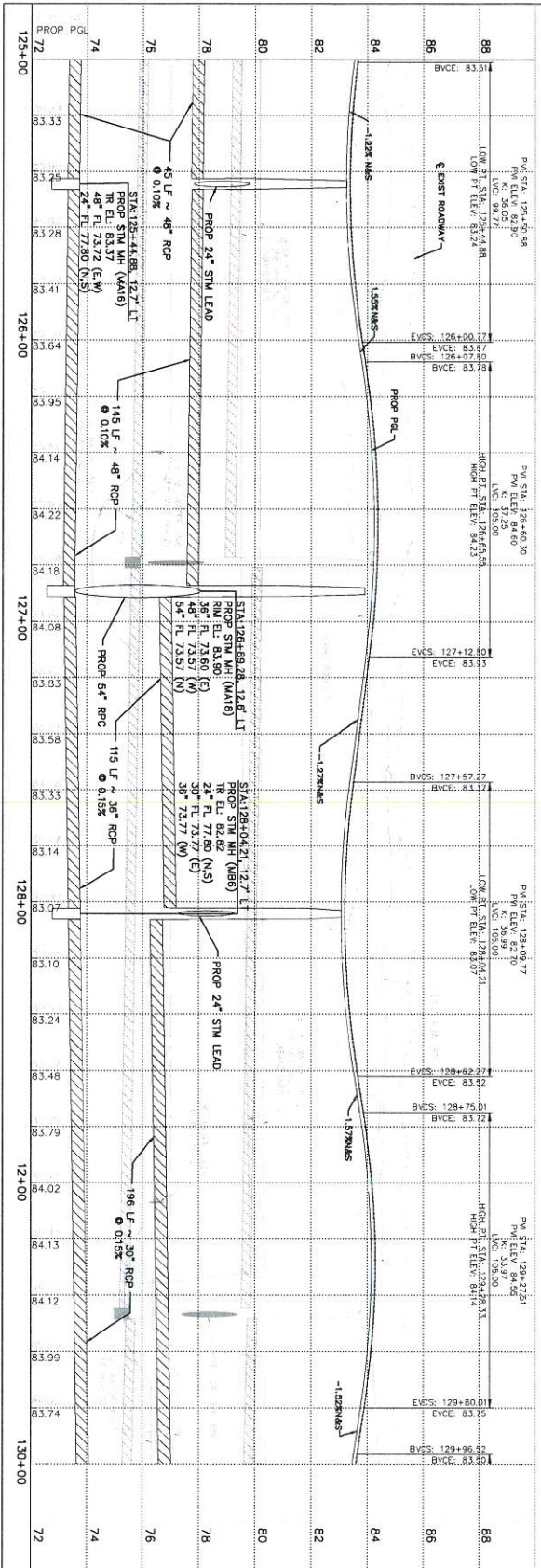
Nihat Bayhan

Authorized Agent - Printed Name

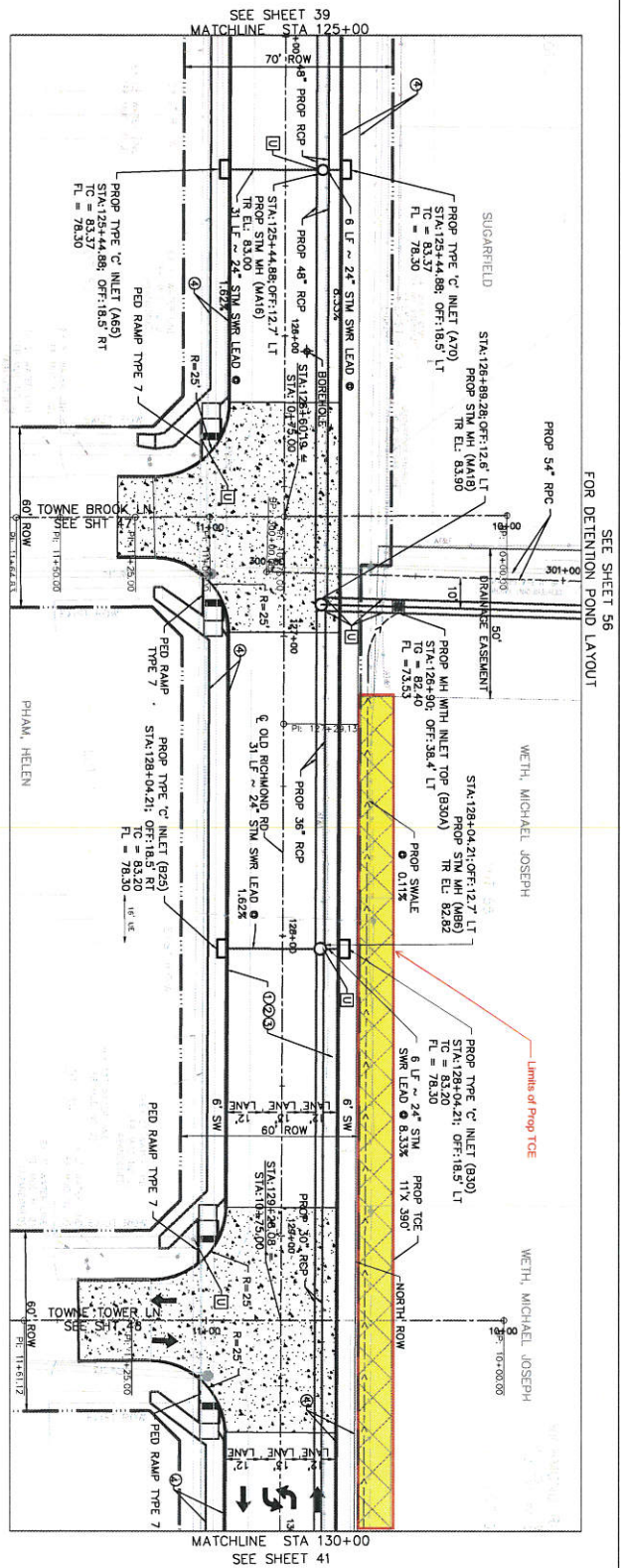
Deputy Superintendent

Authorized Agent - Title

EXHIBIT A



OLD RICHMOND RD - STA 125+00 TO STA 130+00



FOR DETENTION POND LAYOUT
 SEE SHEET 56

WETH, MICHAEL JOSEPH

WETH, MICHAEL JOSEPH



- NOTES: SEE PLAN AND PROFILE SHEETS AND OTHER ARE TO FACE OF DRAWING
- ALL CURB HEIGHT RELATIONS AND OFFSETS ARE IN PLACE
 - UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES.
 - SEE GENERAL CONSTRUCTION NOTES FOR ADDITIONAL INFORMATION.
- LEGEND:
- Prop of Storm Sewer Conc. Pave.
 - Prop of Lane Stabilized Shoulder
 - Prop of Conc. Curb
 - Prop of SW
 - Utility Contact
- LEGEND:
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
 - ASPHALT PAVEMENT
 - PAVEMENT CONCRETE PAVEMENT
 - DETECTABLE WARNING STRIP
 - EXISTING ROADWAY
 - EXISTING ROW (LOT)
 - PROPOSED ROW
 - PROPOSED TCE

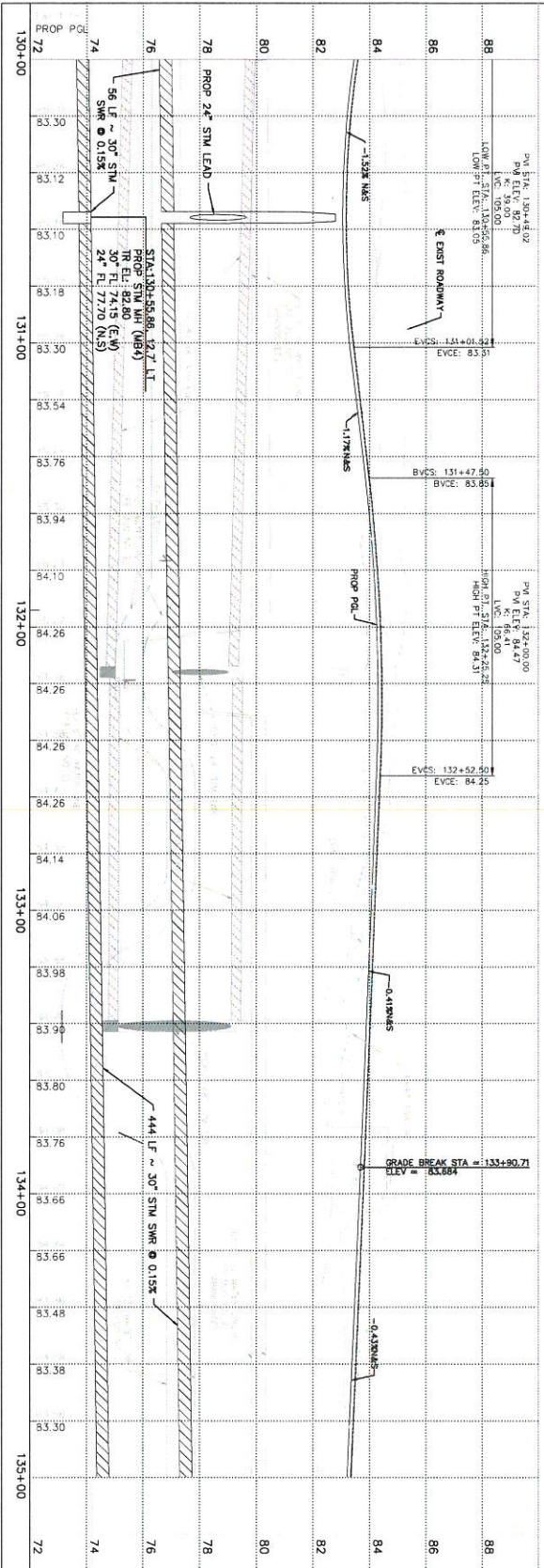


6/12/2020

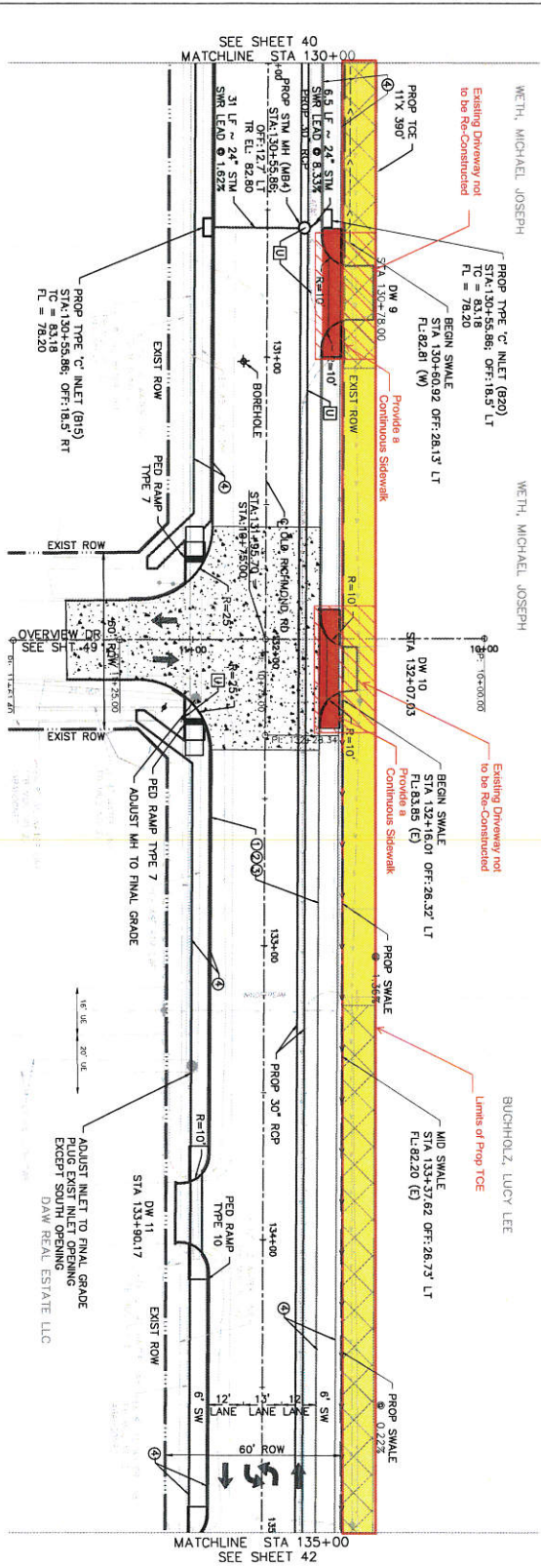
HUNT-ZOLLARS
 301 JACKSON STREET
 FORT BEND COUNTY TEXAS

2017 MOBILITY BOND PROJECT
 PROJECT NO. 17208
 OLD RICHMOND RD
 FROM SUGAR LAND HOWELL TO BELKNAP
 STA 125+00 TO STA 130+00

NO. 40 OF 115
 SHEET 1:20 H
 1:2 V
 DRAWING SCALE
 PLAN AND PROFILE
 STA 125+00 TO STA 130+00
 SHEET 6 OF 8



OLD RICHMOND RD - STA 130+00 TO STA 135+00



SEE SHEET 80
 FOR DETENTION POND LAYOUT

- NOTES: SEE PLAN AND PROFILE SHEETS AND OTHER SET TO FACE OF DRAWING
- ALL CURB INLET STATIONS AND OTHERS ARE IN PLACE
 - UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES.
 - SEE GENERAL CONSTRUCTION NOTES FOR ADDITIONAL INFORMATION.
- LEGEND:
- TEMPORARY CONSTRUCTION EXCAVATION (TCE)
 - ASPHALT PAVEMENT
 - FAST-TRACK CONCRETE PAVEMENT
 - EXISTING MANHOLE
 - EXISTING ROADWAY
 - EXISTING ROW
 - PROPOSED ROW
 - PROPOSED TCE



6/12/2020

Shaik, Mohammad
 Firm Registration No. 2781

HUMT-ZOLLARS

4420 Zoller Inc. TYPE REG. NO. F-781
 Houston, Texas 77042-2418
 Phone (281) 486-0099 Fax (281) 486-0228

FORT BEND COUNTY TEXAS

2017 MOBILITY BOND PROJECT
 PROJECT NO. 17208

OLD RICHMOND RD
 FROM SIGAR LAND HOWELL TO BELKNAP

PLAN AND PROFILE
 STA 130+00 TO STA 135+00

DRAWING SCALE: 1:20 H, 1:2 V

SHEET NO. 41 OF 115

SHEET 7 OF 8

2017 MOBILITY BOND PROJECT
 PROJECT NO. 17208

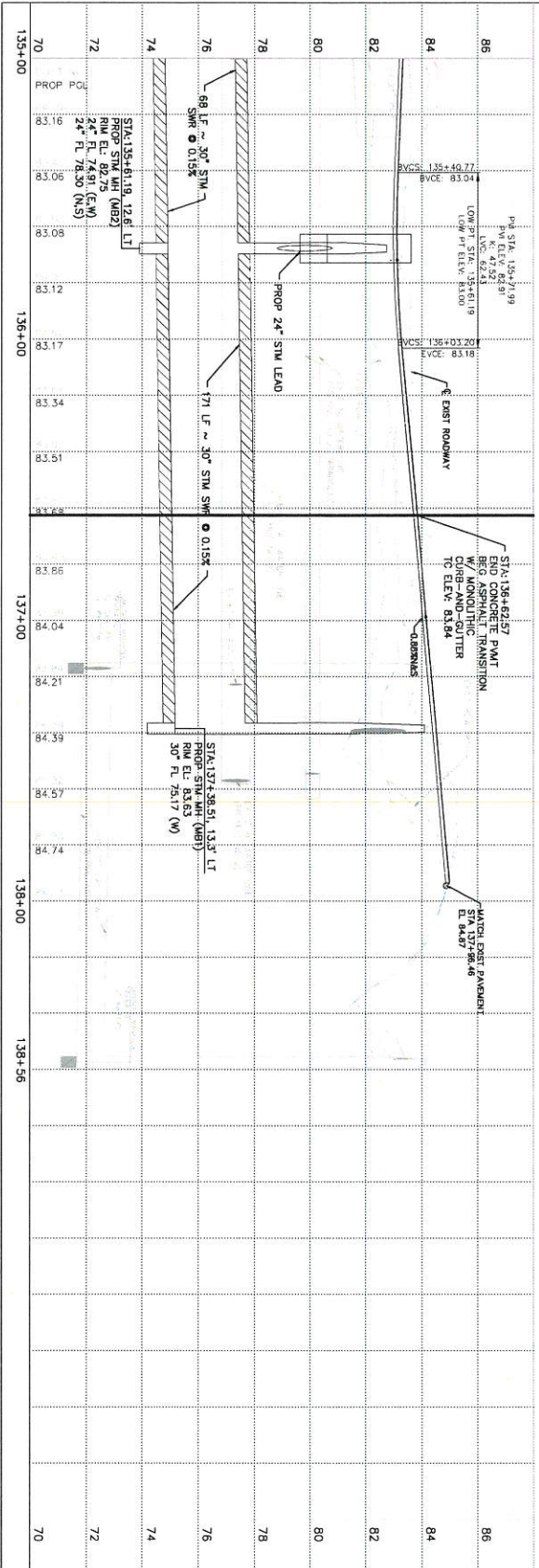
OLD RICHMOND RD
 FROM SIGAR LAND HOWELL TO BELKNAP

PLAN AND PROFILE
 STA 130+00 TO STA 135+00

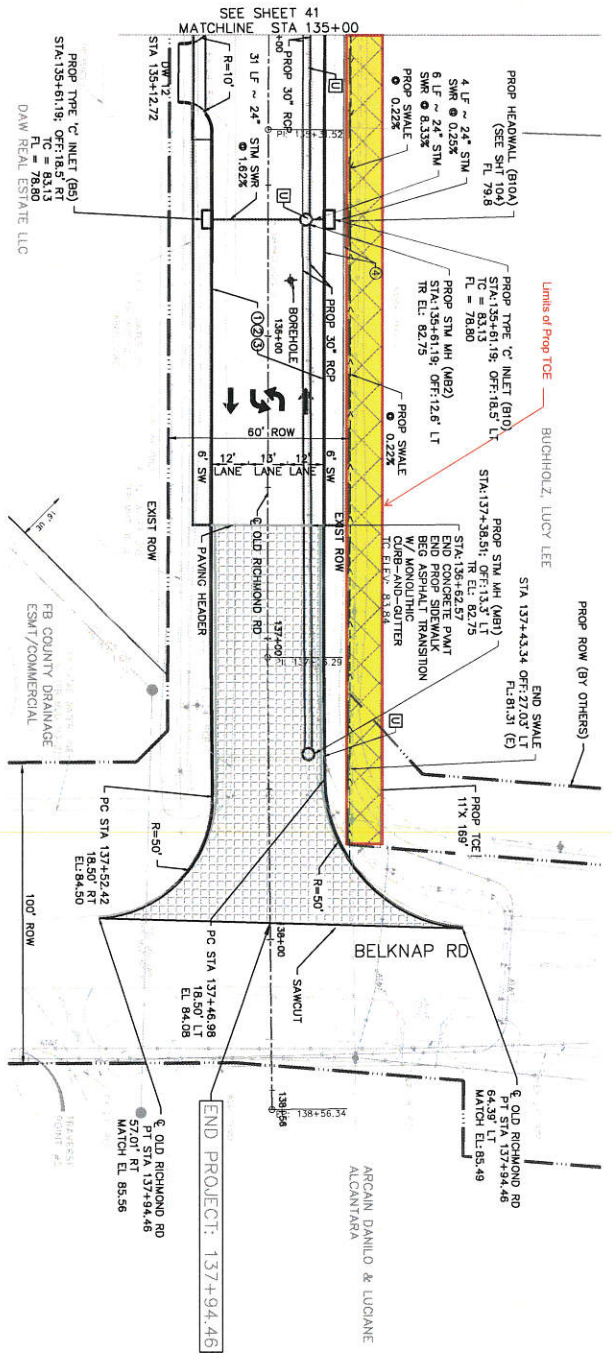
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SHEET NO. 41 OF 115

SHEET 7 OF 8



OLD RICHMOND RD - STA 135+00 TO BELKNAP RD



NO. 42 OF 115	NO. 42 OF 8
SHEET	SHEET
1:20 H	1:2 V
1:2 V	
DRAWING SCALE	
2017 MOBILITY BOND PROJECT	
PROJECT NO. 17208	
OLD RICHMOND RD	
FROM SIGAR LAND HOWELL TO BELKNAP	
PLAN AND PROFILE	
STA 135+00 TO END	

HUNT-ZOLLARS
 Hunt-Zollars, Inc. THREE Ring No. F781
 Houston, Texas 77042-2488
 Phone (281) 995-0095 Fax (281) 995-0220

FORT BEND COUNTY TEXAS

202 JACOBSON STREET
 HOUSTON, TEXAS 77002

6/12/2020
 Hunt-Zollars, Inc.
 Firm Registration No. F781

0 20 40
 SCALE IN FEET

LEGEND

- TEMPORARY CONSTRUCTION BARRIERS (TCB)
- ASPHALT PAVEMENT
- FAST-TRACK CONCRETE PAVEMENT
- STREETLIGHT WARNING STRIP
- DECK
- EXISTING ROAD
- EXISTING ROW (RT)
- PROPOSED ROW
- PROPOSED P.C.
- PROPOSED T.C.

NOTES: SEE PLAN, P.C. & P.T. STATIONING AND OTHERS ARE TO FACE OF CURB

- ALL CURB INLET STATIONS AND OTHERS ARE FACE TO FACE.
- UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. EXACT LOCATION SHALL BE DETERMINED BY FIELD SURVEY.
- SEE GENERAL CONSTRUCTION NOTES FOR ADDITIONAL INFORMATION.

LABEL LEGEND:

- ① PROP. 'C' ADJUSTED NEW CONC. PAVT.
- ② PROP. 'C' LATE STABILIZED SUBGRADE
- ③ PROP. 'C' CONC. CURB
- ④ PROP. 'C' SW
- ⑤ INLET CONDUIT