

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT
(Sienna Parkway Road Sidewalk)

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 Toll-GTIS Property Owner, LLC, a property owner applying for a subdivision plat to develop its property in Fort Bend County (the "Owner"). The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Owner proposes to develop its property situated in the vicinity of existing Sienna Parkway in Fort Bend County, Texas; and

WHEREAS, Sienna Parkway is a public roadway maintained by the County and near or adjacent to property owned by the Owner; and

WHEREAS, the Owner typically has the responsibility to construct sidewalks on its property near or adjacent to public roadways maintained by the County; and

WHEREAS, the County has certain improvements proposed for the extension of Sienna Parkway requiring the acquisition of a portion of Owner's property to be subdivided and dedicated by plat to the County as depicted on Exhibit "A" attached hereto and incorporated herein for all purposes, (the "Street Dedication"); and

WHEREAS, the Parties desire to enter into an Agreement to memorialize the terms in which the Owner will submit subdivision plats to the County for approval of its Commissioners Court, and construct sidewalks along Sienna Parkway within the Street Dedication.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the County and the Owner agrees as follows:

1. Owner's Responsibilities. The Owner agrees to construct the sidewalks along Sienna Parkway within the Street Dedication shown on Exhibit A, as it develops its property and submits plats to subdivide such property to the County for plat approval. The Owner shall complete such construction of the sidewalks prior to the County's full acceptance of the roadways within the subdivided property into its maintenance system.
2. County's Responsibilities. In exchange for the Owner's commitment to construct the sidewalks and submit subdivision plats for the Street Dedication and its property adjacent to the Street Dedication meeting the requirements of the County's



Regulation of Subdivisions in accordance with Section 1 above, the County agrees perform the following:

(a) Present the proposed subdivision plats for consideration by the County's Commissioners Court for approval; and

(b) Accept the Street Dedication into its maintenance system upon satisfactory completion of all punch list items identified by the County during inspections of the roadway.

3. Disclaimer/Waiver of Damages/Liability

(a) The Owner acknowledges and agrees that the County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee, representation and/or warranty, of any work performed by County, or their agents, employees, representatives, contractors, subcontractors and/or designees, in connection with any action to be taken under this Agreement, in whole or in part.

(b) The Owner acknowledge and agrees that the County shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or the Owner's Property, resulting, in whole or in part, directly or indirectly, from the County's failure to complete its responsibilities stated herein by any certain date and/or as set forth in this Agreement.

(c) The Owner hereby releases the County, its officers, agents, representatives and employees, from and against, and waive any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), it/they may have with regard to any action to be taken by the County under this Agreement and/or any other act and/or omission relating, directly or indirectly, to such action, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, the negligence, breach of this Agreement, or willful misconduct of County or its authorized officers, agents, representatives or employees.

4. PARTIES' ACKNOWLEDGMENT 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 CONTRIBUTION MADE BY OWNER TO 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
- (IV) 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.

5. Limitations of Agreement. The Parties hereto acknowledge this Agreement is limited to the development of Owner's property adjacent to the Street Dedication 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.

6. Default. In the event the Owner fails to comply with any of the provisions of this Agreement within sixty (60) business days after the Owner's receipt of written notice thereof from the County, the County shall have the following remedies in addition to the County's other rights and remedies, at law or in equity:

- (a) to refuse to accept any portion of any public improvements on the Owner's property subject to this Agreement and/or associated with the development of the Owner's property subject to this Agreement; and/or
- (b) to refuse to finally accept the Owner's property subject to this Agreement and/or any portion thereof; and/or
- (c) to seek specific enforcement of this Agreement.

In the event of the County's default under this Agreement, the Owner will be entitled to seek any remedy available to it at law or in equity.

7. 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:

Toll-GTIS Property Owner, LLC
10110 W. Sam Houston Parkway N, Suite 210
Houston, Texas 77064

(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 or delayed.

(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 law.

(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 the 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) Acknowledgments. The parties agree that the acknowledgments set forth in Paragraphs 3 and 4 herein are conspicuous, and the parties have read and understood the same.

(r) 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.

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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:

TOLL-GTIS PROPERTY OWNER, LLC



Jimmie F. Jenkins, Authorized Representative

03-15-2022
Date



EXHIBIT A

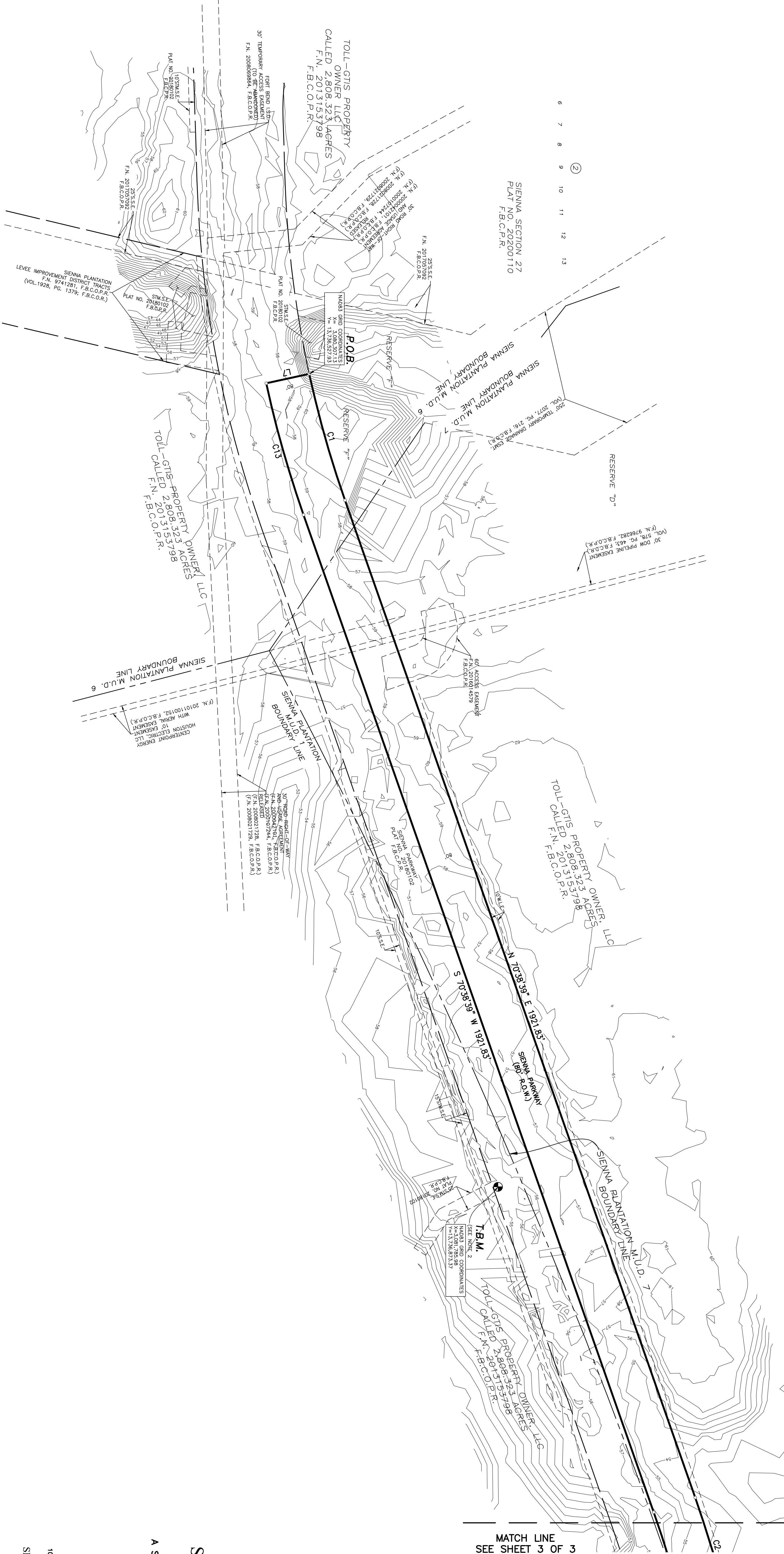
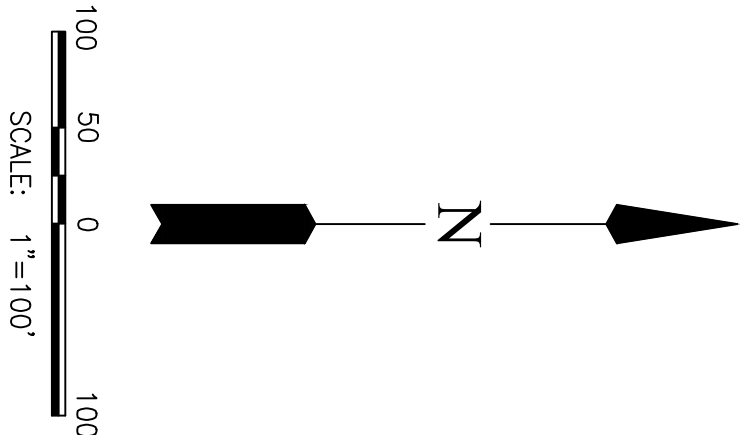
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 79°40'12" E	107.85'
L2	N 69°34'30" E	176.23'
L3	N 87°49'03" E	70.00'
L4	S 00°21'48" W	80.00'
L5	S 69°34'30" W	176.23'
L6	S 79°40'12" W	107.85'
L7	N 12°20'03" W	80.00'
L8	S 02°10'57" E	113.84'

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD BEARING CHORD
C1	1950.00'	7°01'19"	238.46'	N 74°09'18" E 238.83'
C2	2132.00'	5°01'33"	187.02'	N 73°09'25" E 186.96'
C3	1950.00'	6°05'42"	204.24'	N 72°37'21" E 204.15'
C4	2080.00'	7°41'28"	279.21'	N 73°25'14" E 279.00'
C5	2080.00'	8°39'17"	314.19'	N 81°35'36" E 313.89'
C6	35.00'	88°06'12"	53.82'	N 4°15'09" E 48.67'
C7	35.00'	88°06'12"	53.82'	S 48°14'03" E 48.67'
C8	2080.00'	0°38'58"	23.57'	S 89°37'41" E 23.57'
C9	2080.00'	1°35'50"	457.18'	S 83°48'53" W 456.19'
C10	2080.00'	7°41'28"	288.47'	S 73°25'14" W 288.27'
C11	2080.00'	6°05'42"	212.76'	S 72°37'21" W 212.65'
C12	2082.00'	5°01'33"	180.00'	S 73°09'25" W 179.94'
C13	2030.00'	7°01'19"	248.79'	S 74°09'18" W 248.63'

LEGEND

- B.L. INDICATES BUILDING LINE
- U.E. INDICATES UTILITY EASEMENT
- D.E. INDICATES DRAINAGE EASEMENT
- F.M.E. INDICATES FORCE MAIN EASEMENT
- W.L.E. INDICATES WATER LINE EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- STW.S.E. INDICATES STORM SEWER EASEMENT
- F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
- F.B.C.O.R. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
- F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
- F.N. INDICATES FILE NUMBER
- F.B.C.C.M. INDICATES FORT BEND COUNTY COMMISSIONERS MINUTES
- S.N. INDICATES SEE NOTE
- G.E. INDICATES GAS EASEMENT
- E.E. INDICATES ELECTRIC EASEMENT



SIENNA PARKWAY SECTION 5

STREET DEDICATION

A SUBDIVISION OF 8.482 ACRES OF LAND SITUATED IN THE
DAVID TITZGERALD LEVEE, ABSTRACT 25 AND THE
WILLIAM HALL LEBLANC ABSTRACT 31,
FORT BEND COUNTY, TEXAS.

0 LOTS 0 RESERVES 0 BLOCKS
APRIL 15, 2021 JOB NO. 1415-15058

OWNERS:

TOLL-GTIS PROPERTY OWNER LLC
JIMMIE F. JENKINS, AUTHORIZED REPRESENTATIVE
10110 WEST 50th HOUSTON PARKWAY NORTH, SUITE 350, HOUSTON, TEXAS 77064
PH. 281.894.4859

SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT

KEN BECKMAN, PRESIDENT
16555 SOUTHWEST FREEMAN, SUITE 200, SUGAR LAND, TEXAS 77479
PH. 281.560.8850

SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5

MARK A. KILKENNY, PRESIDENT
3200 SOUTHWEST FREEMAN, SUITE 2600, HOUSTON, TEXAS 77027
PH. 713.860.0400

SURVEYORS:

GBI PARTNERS

LAND SURVEYING CONSULTANTS
1934 N. Grand Parkway North
Suite 100
Katy, Texas 77449
PHONE 281.489-4833 • cdiluvwy@cdiluvwy.com
TELEFAX 281.489-4833 • www.cdburvey.com
TRACES FROM # 10133000 •

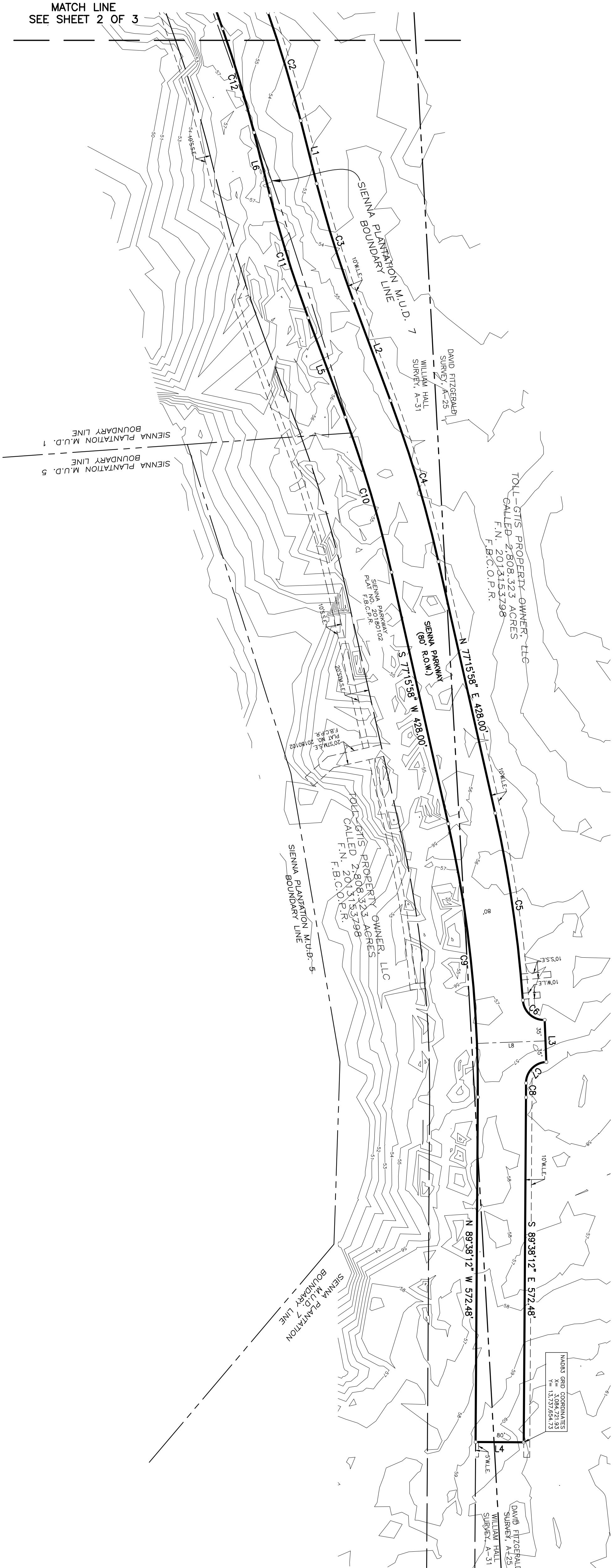
JON BORDOVSKI, R.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405

ENGINEER:

LJA Engineering, Inc.

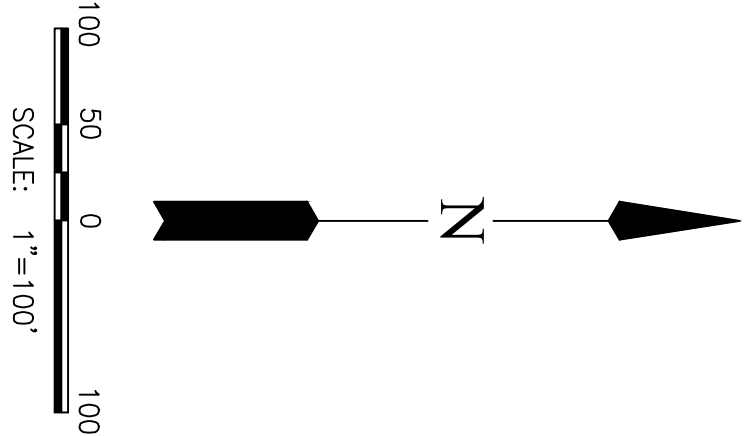
1934 N. Grand Parkway North
Suite 100
Katy, Texas 77449
PHONE 713.553.3200
FAX 713.553.3026
TRN-H-1586

SCOTT FRANKOVICH, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 130312



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 75°40'12" E	107.85'
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C3	1920.00'	6°05'42"	204.24'	N 72°37'21" E	204.15'
C4	2086.00'	7°41'28"	279.21'	N 73°25'14" E	279.00'
C5	2086.00'	8°39'17"	314.19'	N 81°35'56" E	313.89'
C6	35.00'	88°06'12"	53.82'	N 41°52'09" E	48.63'
C7	35.00'	88°06'12"	53.82'	S 46°14'03" E	48.63'
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PRELIMINARY PLAT OF
SIENNA PARKWAY SECTION 5
STREET DEDICATION

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DAVID FITZGERALD LEVEE, ABSTRACT 25 AND THE
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0 LOTS 0 RESERVES 0 BLOCKS

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TAPES: FIRM # 10133000 • www.GBISurvey.com

JON BORDOVSKI, R.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405

ENGINEER:

LJA Engineering, Inc.

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TEXAS REGISTRATION NO. 130312