

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT
(Benton 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 Walia Learning Group LLC dba Countryside Montessori, 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 adjacent to Benton Road in Fort Bend County, Texas, as generally shown on Exhibit "A" attached hereto and incorporated herein for all purposes, (the "Owner's Property"); and

WHEREAS, Benton Road is a public roadway maintained by the County and near or adjacent to the Owner's Property; 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 Benton Road that would result in the destruction of a sidewalk to be constructed by the Owner along Benton Road from FM 762 to 300 feet south of Reading Road including Americans with Disabilities Act compliant ramps at a certain driveway, (the "Sidewalk") as depicted on Exhibit "A"; and

WHEREAS, the Parties desire to enter into an Agreement to memorialize the terms in which the Owner will submit a subdivision plat to the County for approval of its Commissioners Court, and reimburse the County for its construction of the Sidewalk during its improvements to Benton Road.

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 pay one hundred percent (100%) of the cost the Sidewalk, currently estimated at eighteen thousand six hundred and no/100 Dollars (\$18,600.00), to the County within thirty (30) days of the Owner's receipt of notice of substantial completion of construction from the County.

2. County's Responsibilities. In exchange for the Owner's commitment to submit a subdivision plat meeting the requirements of the County's Regulation of

Subdivisions and reimbursement of the costs to construct the Sidewalk in accordance with Section 1 above, the County agrees perform the following:

(a) Complete improvements to Benton Road in accordance with County design and construction standards; and

(b) Present the proposed subdivision plat for consideration by the County's Commissioners Court for approval.

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 the improvements to Benton Road, 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 the construction and/or completion of Benton Road and/or any other act and/or omission relating, directly or indirectly, to Benton Road, 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 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 and/or associated with the development of the Owner's Property; and/or

(b) to refuse to finally accept the Owner's Property 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:

Walia Learning Group LLC dba Countryside Montessori
7123 Tiedmann Park Way
Sugar land Texas 77479

(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.

[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:

WALIA LEARNING GROUP LLC DBA COUNTRYSIDE MONTESSORI

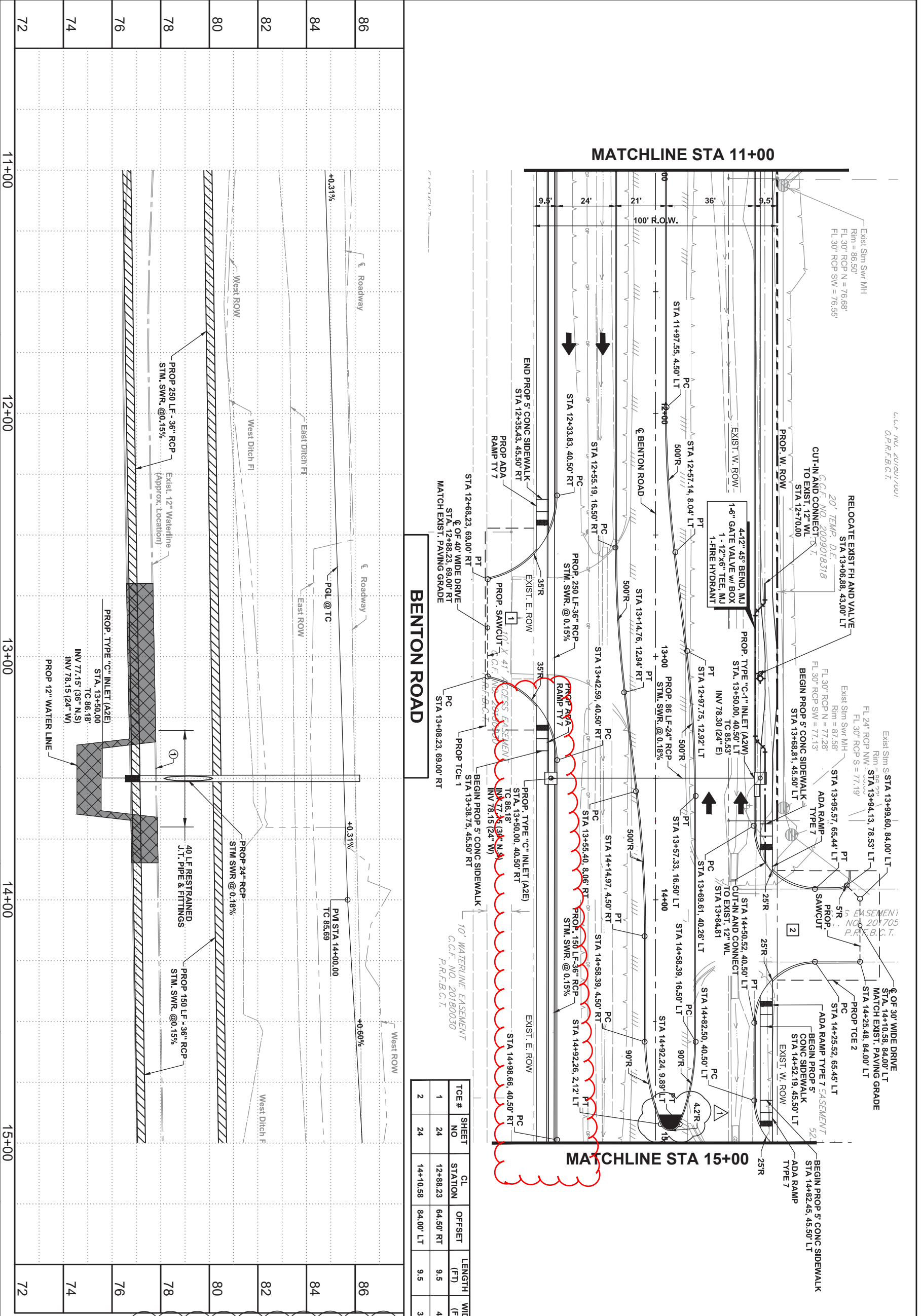


Shamsa Walia, President

03/01/22

Date

EXHIBIT A



BENTON ROAD

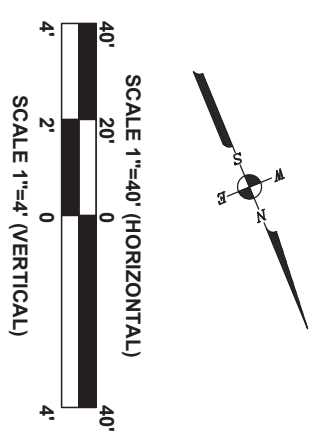
| TCE # | SHEET NO | CL STATION | OFFSET | LENGTH (FT) | WIDTH (FT) | TCE (LXW) | OWNER INFORMATION |
|-------|----------|------------|----------|-------------|------------|-----------|---|
| 1 | 24 | 12+88.23 | 64.50 RT | 9.5 | 40 | 21X83 | SALIM CHAROLA OF READING ALLIANCE LLC CCF NO. 20180030 PREFECT ROSENBERG SUMMER LAKES LLC |
| 2 | 24 | 14+10.58 | 84.00 LT | 9.5 | 30 | 42X45 | CCF NO. 20180068 PREFECT |

NOTES:

- 1) ALL EXISTING UTILITIES ARE SHOWN APPROXIMATELY IN BOTH VERTICAL AND HORIZONTAL LOCATION. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITIES PRIOR TO CONSTRUCTION.
- 2) WATERLINE RESTRAINED JOINTS AND FITTINGS SHALL BE IN ACCORDANCE WITH CITY OF ROSENBERG DWG W-105
- 3) ALL PAVING OFFSET CALLOUTS TO FACE OF CURB OR EDGE OF PAVING.
- 4) ELEVATIONS SHOWN HEREON ON ARE BASED ON GPS OBSERVATIONS TAKEN JUNE 20, 2018, AND PROCESSED USING THE NGS OPUS ONLINE PROGRAM AND WAS REFERENCED TO CORS STATIONS WHARTON CORS, ROSENBERG CORS, AND HOUSTON WAAS 1 CORS (NAVD89).
- 5) HORIZONTAL CONTROL IS BASED ON GPS OBSERVATIONS AND IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. SCALE FACTOR USED = 1.00013.
- 6) MEDIANS WITH WIDTHS LESS THAN 6 FEET BACK TO BACK, AND THE FIRST 6 FEET FROM MEDIAN NOSE, SHALL BE PAVED COLORED BLACK.

CAUTION EX GAS FACILITIES IN AREA
All Lines Must Be Field Verified

NOTE: NO OPEN CUT OR BORE PIT CLOSER THAN 20' FROM ANY TREE TRUNK.



| NO. | REVISIONS | DATE | NAME |
|-----|-----------|-------|------|
| 72 | | 11+00 | |
| 74 | | 12+00 | |
| 76 | | 13+00 | |
| 78 | | 14+00 | |
| 80 | | 15+00 | |

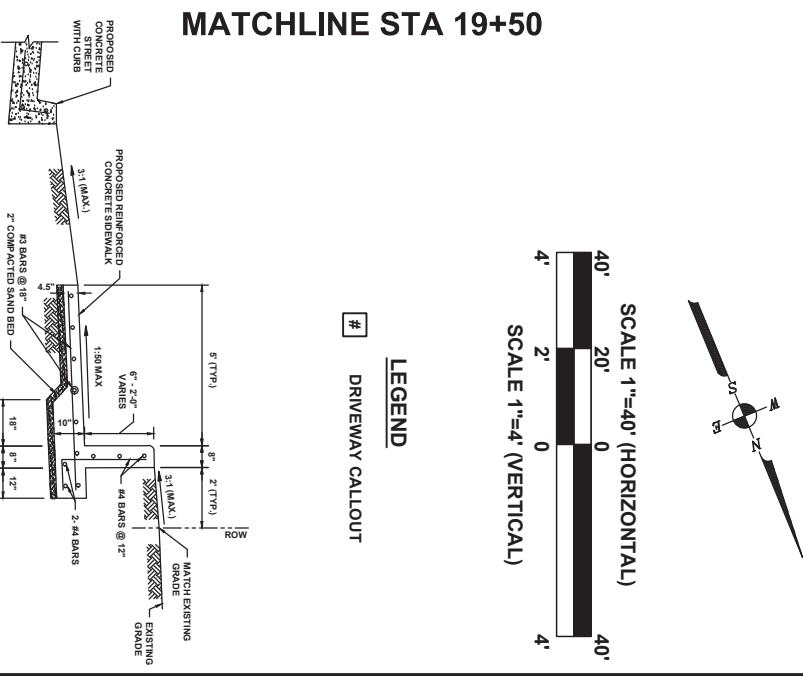
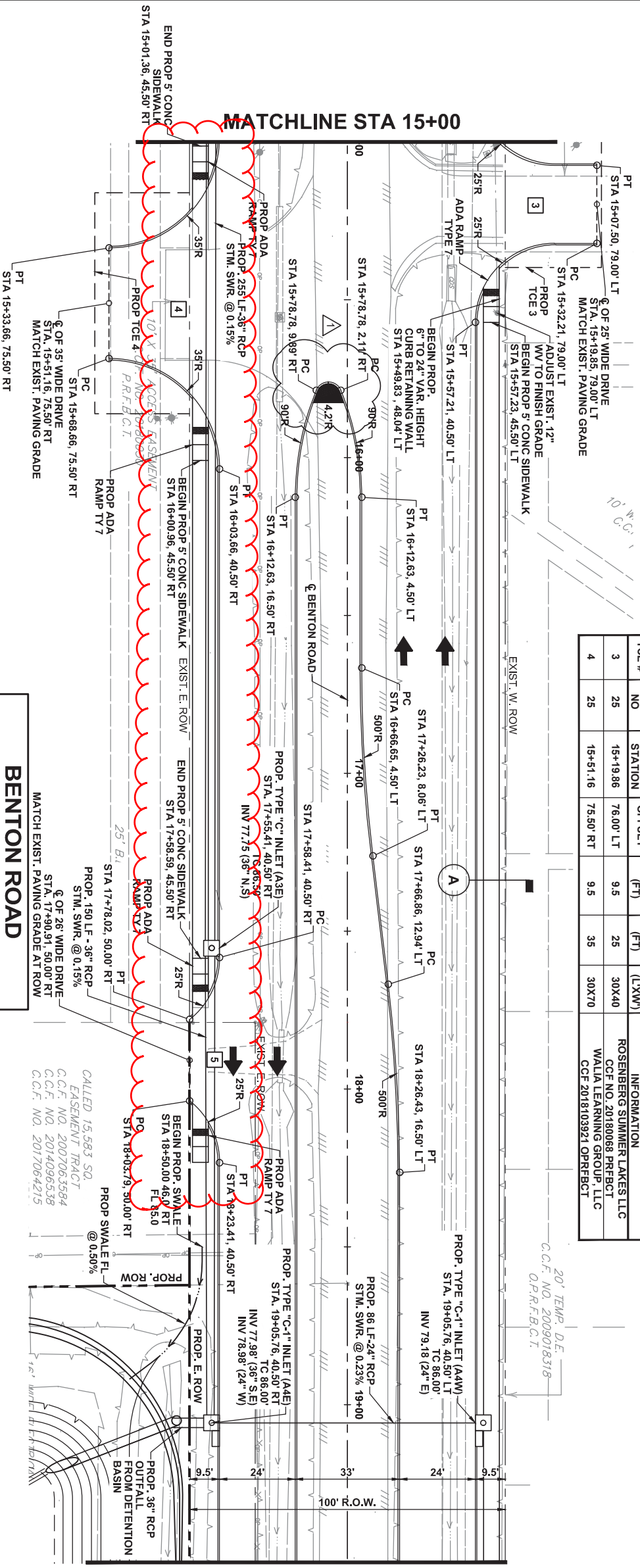
FORT BEND COUNTY TEXAS

MDONOUGH
Civil Engineers & Project Managers
18125 Firm Registration No. 101035900
18125 Registration No. 1-600540
5625 Schumacher Lane
Houston, Texas 77057
www.mdx.com
PROJ. 18110



| | |
|--------------------|---|
| PROJECT TITLE: | BENTON ROAD |
| DRAWN BY: | CAH |
| CK'D BY: | CM |
| SHEET DESCRIPTION: | BENTON ROAD PLAN AND PROFILE STA 11+00 TO 15+00 |
| SCALE: | 1" = 40' |
| DATE: | 5/20/21 |
| APPROVED BY: | |
| SHEET NO: | 24 / 229 |

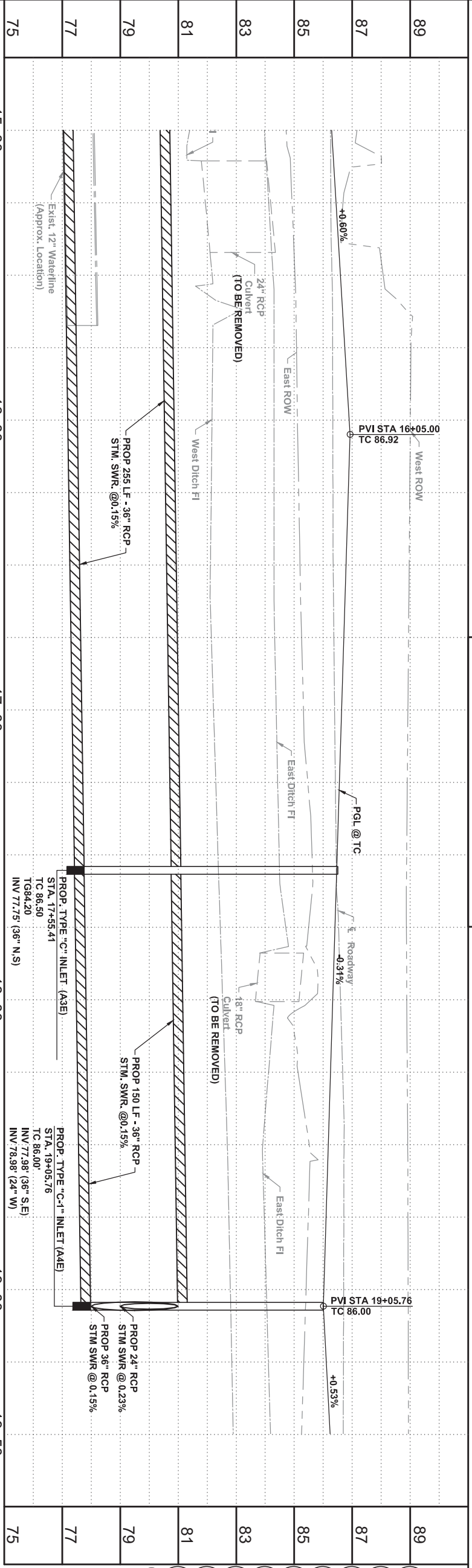
| TCE # | SHEET NO | CL STATION | OFFSET | LENGTH (FT) | WIDTH (FT) | TCE (LXW) | OWNER INFORMATION |
|-------|----------|------------|-----------|-------------|------------|-----------|--|
| 3 | 25 | 15+19.86 | 76.00' LT | 9.5 | 25 | 30X40 | ROSENBERG SUMMER LAKES LLC CCF NO. 20180068 PRFBCT WALLA LEARNING GROUP, LLC |
| 4 | 25 | 15+51.16 | 76.50' RT | 9.5 | 35 | 30X70 | CCF 2018103921 OPRFBCT |



MODIFIED SIDEWALK SECTION
VAR. 6" TO 2' RETAINING WALL
NOT TO SCALE

LEGEND
DRIVEWAY CALLOUT

SCALE 1"=40' (HORIZONTAL)
SCALE 1"=4' (VERTICAL)



- NOTES:**
- 1) ALL EXISTING UTILITIES ARE SHOWN APPROXIMATELY IN BOTH VERTICAL AND HORIZONTAL LOCATION. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITIES PRIOR TO CONSTRUCTION.
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 - 4) HORIZONTAL CONTROL IS BASED ON GPS OBSERVATIONS AND IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. SCALE FACTOR USED = 1.00073.
 - 5) MEDIANS WITH WIDTHS LESS THAN 6 FEET BACK TO BACK, AND THE FIRST 6 FEET FROM MEDIAN NOSE, SHALL BE PAVED AND COLORED BLACK.

CAUTION EX GAS FACILITIES IN AREA
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NOTE: NO OPEN CUT OR BORE PIT CLOSER THAN 20' FROM ANY TREE TRUNK.

| NO. | REVISIONS | DATE | NAME |
|-----|----------------|---------|------|
| 1 | ADDENDUM NO. 1 | 5/20/21 | CM |

FORT BEND COUNTY TEXAS

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CHRISTOPHER HURTADO
Professional Engineer
No. 10103590
Civil Engineering
5/20/21

| PROJECT TITLE: | BENTON ROAD |
|--------------------|---|
| DRAWN BY: | CAH |
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| SHEET DESCRIPTION: | FM 762 TO 300' SOUTH OF READING ROAD BENTON ROAD PLAN AND PROFILE |
| SCALE: | 1" = 40' |
| DATE: | 5/20/21 |
| APPROVED BY: | [Signature] |
| SHEET NO: | 25 / 229 |