

3. **Definitions.**

- (a) "County Engineer" means the Fort Bend County Engineer.
- (b) "Effective Date" means the date this Agreement is executed by the last signing party hereto.
- (c) "Project" means the construction of the driveway and related improvements as provided in this Agreement and on "Exhibit A" attached hereto and incorporated by reference herein.
- (d) "Property" means the property having Central Appraisal District Reference No. R15928 located at 902 Richmond Pkwy, Richmond, Fort Bend County, Texas 77469.

4. **Project/ Scope of Work.**

- (a) The Parties acknowledge and agree that this Scope of Work represents the general requirements for the Project to facilitate the completion of the design and construction of a driveway as provided in the project layout attached hereto as "Exhibit A" and incorporated by reference herein.
- (b) The Project shall be facilitated, managed, funded, and administered by COUNTY. COUNTY shall take all reasonable actions to ensure that the Project is constructed in a good and workmanlike manner with all reasonable diligence.

5. **Design and Specifications.** COUNTY shall select the design engineer and design all aspects of the Project in accordance with COUNTY standards and regulations. The plans and specifications shall be reviewed and approved by the Fort Bend COUNTY Engineer. OWNER, upon reasonable notice to COUNTY, shall have the right and opportunity to review all documents pertaining to the design of the Project, including any maps, records, photographs, reports, and drawings affecting the construction of the Project. OWNER may provide any comments or feedback regarding the design of the Project to the COUNTY Engineer no later than thirty (30) calendar days after its review. OWNER acknowledges and agrees that the comments and feedback provided to COUNTY shall not be binding upon COUNTY, and the COUNTY Engineer, in his sole discretion, shall have the final determination regarding any comments or feedback received from OWNER for the design of the Project.

6. **Competitive Bid and Award.** Upon completion of final plans and specifications, COUNTY will advertise for competitive bids for construction of the Project (together or in separate contracts) in accordance with requirements applicable to COUNTY. COUNTY will enter into a contract with the qualified bidder ("Construction Contract"). If COUNTY constructs

the Project in multiple contracts, the provisions of this Agreement shall apply to each Construction Contract.

7. **Construction of the Project.** After awarding the Construction Contract, COUNTY shall administer the Construction Contract for the benefit of the Parties. COUNTY shall provide on-site inspection of the construction of the Project in accordance with the terms of the Construction Contract(s). COUNTY shall have the right to terminate the Construction Contract(s) and to enforce its remedies thereunder, as determined by COUNTY to be necessary. In the event of any such termination, COUNTY shall have the right to complete and/or cause the completion of the Project itself and/or through such other contractor(s) as COUNTY determines to be appropriate.

8. **Completion of the Project; Inspection; Maintenance of Project Improvements.** Completion of the Project shall occur upon the COUNTY's final inspection of the Project and certified as complete by the County Engineer. County, in its sole discretion, shall determine when the Project is complete. Completion of the Project shall include a final inspection and completion of any punch list and closeout items. OWNER shall have the right to participate in the final inspection of the Project. OWNER shall immediately notify COUNTY in writing of any complaints regarding any deficiencies and the quality of workmanship by COUNTY for the Project. COUNTY shall address and correct such deficiencies within a reasonable time, if the County Engineer determines that such deficiencies are actionable under the terms of the COUNTY's construction contract(s). Notwithstanding the foregoing, all final decisions regarding the correction of any deficiencies shall be at the COUNTY's sole discretion. Upon completion of the Project, COUNTY shall provide any maintenance and repair of the newly constructed Project for a period of one (1) year following the date of completion. After the expiration of the one-year maintenance period, all responsibility and costs for the perpetual maintenance and repair of the Project shall transfer to OWNER and COUNTY shall have no further responsibility or obligation for such maintenance and repair work. Upon completion of the one-year maintenance period, OWNER, at its sole cost and expense, shall be responsible for the perpetual maintenance and repair of the Project.

9. **Time for Performance and Termination.**
 - (a) COUNTY shall initiate the construction of the Project no later than twelve (12) months after bid opening, or within such time as may be extended by written amendment of the Parties.

 - (b) COUNTY, in its sole discretion, may elect to forgo construction of the Project at any time prior to award of the Construction Contract(s) and COUNTY shall provide written notice to OWNER of its decision to forgo such construction.

10. **Owner's Obligations.** As part of the consideration for COUNTY's construction of the driveway as provided under this Agreement, OWNER acknowledges and agrees that in the event OWNER's desires to sale or redevelop the Property, OWNER shall notify COUNTY at least 30 days prior to any such sale or redevelopment. COUNTY shall assess such sale or redevelopment and the COUNTY Engineer, in his sole discretion, shall determine if any modifications to the driveway are warranted due to an increase of traffic flow from any such sale or redevelopment of the Property. Upon such determination by the County Engineer, OWNER, shall pay COUNTY One Hundred Percent (100%) of the actual costs incurred by COUNTY to design and construct the driveway.
11. **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, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

12. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to COUNTY:	Fort Bend County Engineering Department Attn: County Engineer 301 Jackson St., 4th Floor Richmond, Texas 77469
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And

Fort Bend COUNTY, Texas
Attn: County Judge
401 Jackson St, 1st Floor
Richmond, Texas 77469

If to OWNER:

First Service Credit Union
Attn: Jason Swatenberg
16430 Park Ten Place
Houston, TX 77084

13. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by both Parties. **IT IS ACKNOWLEDGED BY OWNER THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
14. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of COUNTY under this this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
15. **Benefit.** This Agreement shall be for the sole and exclusive benefit of COUNTY and OWNER and shall not be construed to confer any benefit or right upon any other party.
16. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend COUNTY, Texas.
17. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.
18. **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 hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.

20. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
21. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
22. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, OWNER ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
23. **State Law Requirements for Contracts.** Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, OWNER hereby verifies that OWNER and any parent company, wholly owned subsidiary, majority owned subsidiary, and affiliate is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 902.051, 807.051, or 2252.153 of the Texas Government Code.
24. **Authorization.** This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

{Execution Pages Follow}

SIGNED and AGREED to this _____ day of _____, 2025.

FORT BEND COUNTY, TEXAS

KP George,
County Judge

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, COUNTY Auditor

OWNER

FIRST SERVICE CREDIT UNION

By: _____

Name: Jason Swatsenberg

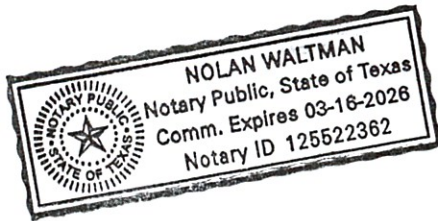
Title: EVP/CEO

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF Harris §

This Instrument was acknowledged before me, the undersigned notary, on this 3rd day of October, 2025, by Jason Swatsenberg, EVP/CEO of FIRST SERVICE CREDIT UNION, a Texas Financial Institution, on behalf of said Financial Institution.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT A

(Follows Behind)

