

3. **Definitions.**

- (a) "Rights-of-Way" shall mean those certain streets and roadways that are platted as a public road right-of-way in the Development as provided on "Exhibit A" attached hereto and incorporated by reference herein.
- (b) "Non-Standard Improvements and Materials" shall mean any and all improvements and materials located within the Rights-of-Way, or part(s) thereof, that are not part of County's standard and routine right-of-way maintenance including, but not limited to: storm sewers and associated outfalls, detention ponds, sidewalks, sidewalk ramps, trails, monument signs, landscaping, irrigation, masonry entrances, lamp posts, pavers, decorative bridge rails, manholes, decorative concrete, aesthetic and architectural enhancements to bridges or abutments, parallel parking improvements as provided on "Exhibit A", non-standard signage, and other above-surface and below-surface structures or improvements.
- (c) "Acceptance" shall mean the acceptance of the Rights-of-Way by County into the County Road Maintenance System upon District's completion of the One-Year Maintenance Period as evidenced by official action of the Fort Bend County Commissioners Court.
- (d) "Conveyance" shall mean conveyance of the Rights-of-Way in fee simple by Donation Deed in the form provided by County.
- (e) "Subdivision Regulations" shall mean the Fort Bend County Regulations of Subdivisions.

4. **Non-Standard Improvement(s) and Materials.**

- (a) Notwithstanding County's Acceptance of the Rights-of-Way into the County Road Maintenance System and/or Conveyance of the same, District understands and agrees that District shall remain solely responsible for the construction, repair, replacement, and maintenance of any Non-Standard Improvements and Materials. District warrants, covenants and agrees that County shall have no responsibility for the construction, repair, replacement, or maintenance of the Non-Standard Improvements and Materials. Before undertaking any construction, maintenance, repair, or replacement obligations under this Agreement, District shall obtain all required permits and adhere to all conditions set forth by the Fort Bend County Engineer's Office relating to such construction, maintenance, repair, or replacement activities.

- (b) After Acceptance into the County Road Maintenance System and/or Conveyance of the same, and in the event County may find it necessary to make roadway improvements within the Rights-of-Way occupied by any Non-Standard Improvements and Materials, County shall notify District, and District shall be solely responsible for the cost of removal or relocation of any such Non-Standard Improvements and Materials, or responsible for the additional cost of repair required by such installation instead of the County's standard required materials within the time prescribed by County.
- (c) After Acceptance into the County Road Maintenance System and/or Conveyance of the same, should County, based upon generally accepted traffic engineering principals, determine that any of the Non-Standard Improvements and Materials (or parts thereof), within the Rights-of-Way constitute an unusual threat to public road traffic, then County shall notify District and District shall immediately, and at District's sole cost and expense, remove the respective Non-Standard Improvements and Materials (or part(s) thereof) from the Rights-of-Way within the time prescribed by County.
- (d) District understands and agrees that placement of any Non-Standard Improvements and Materials within the Rights-of-Way are at District's own risk. In the event District fails to remove, relocate, repair, replace, or maintain any Non-Standard Improvements and Materials as provided in this Agreement, then County, in its sole discretion and at its sole cost, shall have the right to remove such Non-Standard Improvements and Materials by demolition or otherwise. County shall further have the right, but shall in no way be obligated, to replace any Non-Standard Improvements and Materials removed by County with County's standard improvements or materials. In either case, District shall have no right to reimbursement by County for any removal or replacement of the same by County.

5. **Acceptance and Conveyance of Rights-of-Way.**

- (a) Notwithstanding anything to the contrary provided in this Agreement, District understands and agrees that County's Acceptance of any Rights-of-Way into the County Road Maintenance System and acceptance of any Conveyance will result in County maintaining roads and roadside ditches **only**. District further understands and agrees that the repair and maintenance of any Non-Standard Improvements and Materials constructed within the Rights-of-Way shall remain the responsibility and obligation of District unless and until District transfers, assigns, or delegates its responsibilities and obligations as provided in this Agreement.

- (b) District understands and agrees that County's acceptance of any Conveyance of Rights-of-Way is subject to the discretion of County and the Fort Bend County Commissioners Court. District further understands and agrees that the Acceptance of such Rights-of-Way into the County Road Maintenance System or the Conveyance of the same shall not absolve District of its responsibilities under this Agreement to maintain, repair, and replace any Non-Standard Improvements and Materials. In addition, District, at its sole cost and expense, agrees to fully cooperate with County to obtain or effectuate any additional information or documentation required by any other entity or jurisdiction to finalize any Conveyance.

6. **Assignment.**

- (a) District's rights and obligations created under this Agreement may be transferred, assigned and delegated to a third party only upon the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment or delegation made without the prior written consent of the County shall be null and void and of no effect.
- (b) Upon any such permitted transfer, assignment, or delegation, the assignee shall assume full responsibility for all obligations of the District under this Agreement, and District shall be released from any further obligations hereunder. District binds itself and its successors, and assigns to this Agreement with respect to all covenants, terms and conditions of this Agreement.

7. **Applicability.** The terms of this Agreement will control and be deemed to apply to any Rights-of-Way to the extent that District has previously installed or constructed Non-Standard Improvements and Materials within the Rights-of-Way. By its execution of this Agreement, District agrees to such conditions and acknowledges that County would not have entered into this Agreement unless the terms hereof apply to all Rights-of-Way that are the subject of this Agreement.

8. **Indemnity. TO THE EXTENT ALLOWED BY LAW, DISTRICT SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION, WHETHER FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO ANY ACTION OR FAILURE TO ACT BY DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS WITH RESPECT TO THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF THE NON-STANDARD IMPROVEMENTS AND MATERIALS. DISTRICT FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE FOR THE NON-STANDARD IMPROVEMENTS AND MATERIALS WITH LIMITS OF LIABILITY NOT LESS THAN \$1,000,000.00 AND TO FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING COUNTY AS AN ADDITIONAL INSURED.**

TO THE EXTENT ALLOWED BY LAW, DISTRICT SHALL ADDITIONALLY INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL COSTS OF REPAIR AND/OR REPLACEMENT OF ANY STREET, ROAD, BRIDGE, DRAINAGE STRUCTURE OR OTHER PORTION OF ANY RIGHTS-OF-WAY DAMAGED BY THE FAILURE, REPAIR, OR REPLACEMENT OF ANY NON-STANDARD IMPROVEMENTS AND MATERIALS WHETHER OR NOT THE DAMAGE TO THE STREET, ROAD, BRIDGE, DRAINAGE STRUCTURE OR OTHER PORTION OF SAID RIGHTS-OF-WAY OCCURS BEFORE OR AFTER ACCEPTANCE OF THE STREET OR ROAD INTO THE COUNTY ROAD MAINTENANCE SYSTEM OR AFTER CONVEYANCE OF THE SAME.

9. **Constitutional Limitations.** The Parties expressly acknowledge that the District's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution. Nothing in this Agreement shall be construed to create a debt, obligation, or liability by either District or County in violation of Article XI, Section 7 of the Texas Constitution.
10. **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, electronic mail, 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
Attn: County Engineer
301 Jackson St., 4th Floor
Richmond, Texas 77469

And

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

If to District: Fulshear Municipal Utility District No. 3A
Attn: Samuel Johnson
c/o Coats Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, Texas 77046

With a copy to: Fulshear Municipal Utility District No. 3A
Attn: District Engineer
13430 Northwest Freeway, Suite 700
Houston, Texas 77040

11. **Force Majeure.** Except for the obligations provided under Sections 4(c) and 4(d), 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. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is deemed void or invalid by a court of competent jurisdiction, such provision shall be deemed severable from the remainder of the Agreement, which shall remain in full force and effect.
13. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY DISTRICT THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
14. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.

15. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by either County or District of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
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. **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.
18. **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.
19. **Multiple Counterparts.** This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument.
20. **Effective Date.** The Effective Date of this Agreement shall be the date signed by the last Party hereto.
21. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{EXECUTION PAGE FOLLOWS}

FORT BEND COUNTY, TEXAS


KP George, County Judge

Date

ATTEST:


Laura Richard, County Clerk

APPROVED:



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

FULSHEAR MUNICIPAL
UTILITY DISTRICT NO. 3A

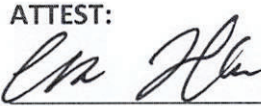


Glen Nordt, President

11/10/2025

Date

ATTEST:

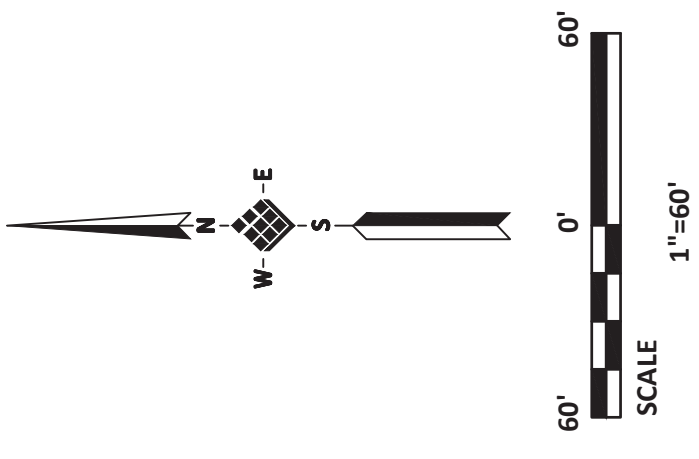


TeAundrae Perryman, Secretary

Exhibit A

The Development:
[Follows Behind]

No.	Date	Revisions



PAVING LEGEND

- PROPOSED PAVEMENT WITH CONC. CURB
- EXIST. PAVEMENT
- 4" WHITE REFLECTIVE BUTTONS
- WHEEL CHAIR RAMPS TYPE 7 W/5'X5' LANDING (SEE TYPED PEDESTRIAN FACILITIES DETAILS)
- 24" WIDE THERMOPLASTIC STOP BAR (NO PAINT)
- EXISTING TYPE III BARRICADE (TO BE REMOVED)

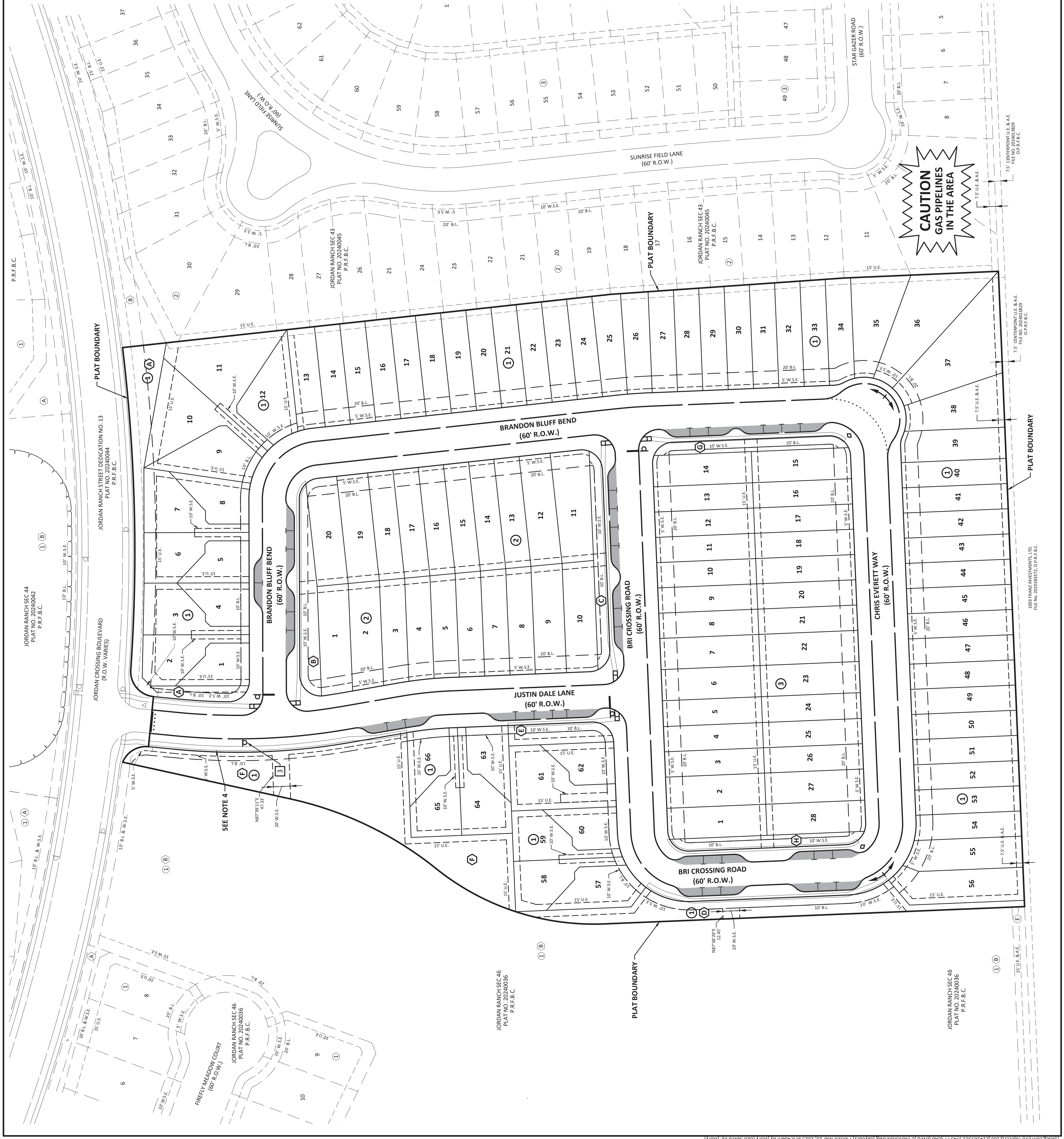
SIGNAGE LEGEND

- STREET NAME SIGN W/"NO OUTLET" TAB FOR CUL-DE-SAC STREET AND R1-1 STOP SIGN (BY OTHERS)
- STREET NAME SIGN W/"NO OUTLET" TAB FOR CUL-DE-SAC STREET AND R1-1 STOP SIGN (UNLESS OTHERWISE NOTED)
- STREET NAME SIGN W/ R1-1 STOP SIGN (UNLESS OTHERWISE NOTED)
- INDICATES A RESTRICTED RESERVE
- STREET PARKING AREA

NOTES:

1. ALL STREET NAME BLADES SHALL BE 9" IN HEIGHT.
2. STOP LINES SHALL BE PLACED 5-FEET BEHIND WHEEL CHAIR RAMPS AT ALL STOP SIGNS. STOP LINES SHALL BE 24-INCHES WIDE. ALL PAVEMENT MARKINGS SHALL BE TYPE I PER TYPED SPEC. 666.
3. ALL SIGN POLES AND THE BACK OF SINGLE-SIDED SIGNS SHALL BE PAINTED BLACK.
4. APPROXIMATE LOCATION OF FUTURE SIDEWALK (NOT IN THIS CONTRACT - TO BE DESIGNED AND CONSTRUCTED BY OTHERS).
5. ALL SIDEWALKS ON SIDE LOTS AND NEXT TO RESERVES SHALL BE BUILT BY DEVELOPER.

SIGNAGE LEGEND



CAUTION
GAS PIPELINES
IN THE AREA

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JOHN R. HERZOG, P.E., 126468 ON 03/28/2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

IDS Engineering Group
13430 NW Freeway
Houston, TX 77040
713-462-3178
Tel: 713-462-3178
Fax: 713-462-3178
Toll Free: 1-800-393-6343

APPROVED BY: J.R.H. DATE: MARCH 2025
DRAWN BY: L.M.L./J.C.S. JOB NO.: 2141-055-00

BENCHMARK: CHAIRMAN'S BASES ON HARRIS COUNTY COORDINATE SYSTEM (LOCAL) ON THE EAST SIDE OF FM 1463, APPROXIMATELY 500' SOUTH OF CORBITT ROAD 15' EAST OF THE POWER LINES AND 2' OFF CURB LINE OF A DRIVEWAY LEADING TO A SHOPPING CENTER. TOP OF A STAINLESS STEEL ROD INSIDE AN 8" PVC SLEEVE.
NOTE: THE RM ROD IS NOW 3" BELOW GROUND LEVEL.
NAVD88, 2001 ADJ. ELEVATION = 136.32

JORDAN RANCH SEC. 45

STREET PARKING AREA EXHIBIT

FILE NO: _____
DRAWING SCALE: _____
HORZ.: 1" = 60'
VERT.: N/A
SHEET NO: **5** OF **20**

FBC ENGINEERING APPROVAL