

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR INSTALLATION AND MAINTENANCE OF SIGNS
 WITHIN MISSION BEND SAN MIGUEL**

This Agreement (the "Agreement"), is made and entered into, by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and San Miguel Civic Association, Inc., ("Association"), a non-profit corporation organized under the laws of the State of Texas. The County and the Association may be referred to collectively herein as the "Parties."

RECITALS:

WHEREAS, Association is a Texas non-profit corporation created to, among other things, maintain common areas and provide certain services for the benefit of the residents of the Mission Bend San Miguel ("Subdivision"); and

WHEREAS, the Association requested permission to install and maintain certain non-standard signs within the Subdivision to provide drivers certain informative messages within the Subdivision; and

WHEREAS, County is a body corporate and politic under the laws of the State of Texas with authority to maintain public right-of-way and install traffic control devices; and

WHEREAS, County and Association believe it is in their best interests to enter into this Agreement to install and maintain the signs within the Subdivision.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**SECTION 1
PURPOSE**

The purpose of this Agreement is to outline the obligations related to the installation and maintenance of signs within the Subdivision.

SECTION 2

OBLIGATIONS

2.1 County agrees to allow Association to install, repair, maintain and replace County-approved Signs within the Subdivision, and hereby grants, bargains and conveys to the Association a license for the term of this Agreement in and to portions of the street right-of-ways within the subdivision to install, repair, maintain and replace such County-approved signs.

2.2 Association shall comply with all County standards and requirements, and shall be responsible for all costs related to the design, permitting, construction, and maintenance of the Signs for as long as such Signs remain in place.

2.2.1 This agreement is limited to the installation, repair, maintenance, and replacement of the following signs:

- "Children at Play" signs
- "Deed Restrictions Enforced" signs
- "No Soliciting" signs
- "Neighborhood Watch" signs

2.2.2 Association shall submit Sign designs to be used and proposed locations under this Agreement to County for review and approval prior to installation. Once design and location is approved, Association may install Signs based on such approved design and location on all County roads and streets within the Subdivision.

- Sign design may be those included in Appendix or other designs approved by the County.
- Signs shall be 12" x 18" unless otherwise approved by the County.
- All signs shall use a minimum of diamond grade sheeting. Engineer grade sheeting is not acceptable.
- Signs shall not be installed on any County owned sign poles.

2.2.3 Association shall be responsible for the maintenance, repair and replacement of the Signs.

2.2.4 Association agrees to assume all material costs.

2.3 County has no obligation to replace the Signs if removal is required as part of future work by the County in public right of way.

SECTION 3

TERM

This Agreement shall continue in force and effect from the date of execution of the last party hereto and shall continue in full force and effect for one (1) year and thereafter as long as one (1) or more Signs are in place in the Subdivision. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon termination, the Association shall to coordinate with the County on the removal of the signs and restoration of the public right-of-way to its condition prior to installation of the signs.

SECTION 4

INSURANCE AND LIABILITY

4.1 Liability Insurance. At all times, the Association will provide and keep in force liability insurance covering the Association for liability for property damage and personal injury. This insurance is to be carried by one or more insurance companies duly authorized or admitted to transact business in Texas. The insurance provided under this section must be in the amount of not less than \$100,000.00 for property damage and not less than \$100,000.00 for one person and \$300,000.00 for one accident for personal injury. This insurance will protect the Association against liability to any employees or servants of the Association, and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the Signs. The Association shall include the County and the members of Commissioners Court as an additional insured on such insurance.

4.2 Each party is solely responsible for the actions and omissions of its employees and officers. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

SECTION 5

NOTICES

5.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

5.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

NON-STANDARD SIGNS
MISSION BEND SAN MIGUEL SUBDIVISION

County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Association: San Miguel Civic Association, Inc.
c/o Jodi Rohrer
Property Masters Inc.
11281 Richmond Ave. J-110
Houston, Texas 77082
(281) 556-5111 ext. 100

5.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

5.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

5.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION 6

MISCELLANEOUS

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

6.3 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

6.4 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.5 This Agreement cannot be assigned by either party.

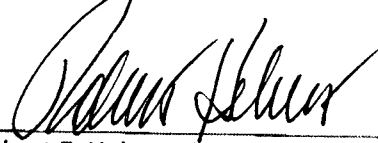
6.6 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties. No provision of this Agreement constitutes consent to suit.

6.7 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

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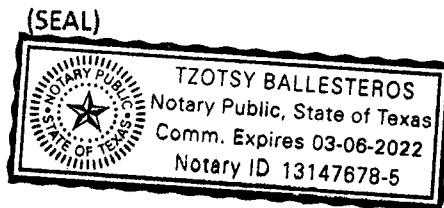
EXECUTED on this the 27th day of November, 2018.

FORT BEND COUNTY


Robert E. Hebert, County Judge

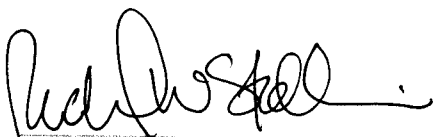
THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 27th day of November, 2018 by Robert E. Hebert, County Judge of FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, on behalf of said body corporate and politic.




Notary Public in and for the State of Texas

APPROVED:


Richard W. Stolleis, P.E., County Engineer

San Miguel Civic Association, Inc.


Authorized Agent – Signature


Jodi S. Rohrer, Agent
Authorized Agent – Printed Name & Title

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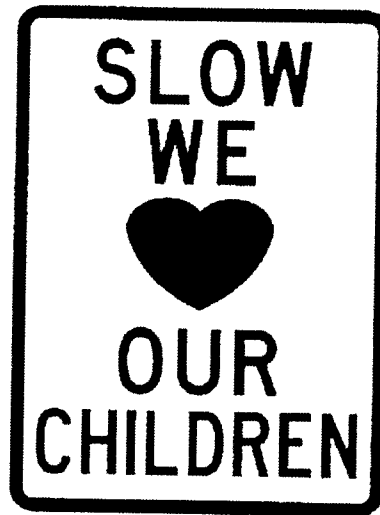
This instrument was acknowledged before me on the 27th day of July, 2018 by Jodi S. Rohrer, Agent of San Miguel Civic Association, Inc., a non-profit corporation organized under the laws of the State of Texas, on behalf of said non-profit corporation.

(SEAL)




Notary Public in and for the State of Texas

APPENDIX
SAMPLE SIGNS



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

San Miguel Civic Association
Houston, TX United States

Certificate Number:
2018-407949

Date Filed:
09/25/2018

Date Acknowledged:
11/27/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Speed Limit Signs
Signs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)