

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR THE FINANCING AND CONSTRUCTION OF A DRIVEWAY

(Koeblen Road – Project No. 20115)

This Agreement for the Financing and Construction of a Driveway (“Agreement”) is made by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and Judy Hardin, Brenda Zwahr, Wanda Poncik, Donna Brewer, and Daryl Poncik (collectively, the “Owner”), each individuals who own an undivided interest in and to the real property that is the subject of this Agreement. County and Owner may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, County maintains and holds a public road right-of-way known as Koeblen Road (hereinafter, the “County Right-of-Way”) located in Richmond, Fort Bend County, Texas; and

WHEREAS, County is currently making certain roadway improvements and widening the County Right-of-Way under Mobility Bond Project No. 20115; and

WHEREAS, as part of the widening of the County Right-of-Way, Owner donated the following parcel of land to County in fee simple:

A 0.238 acre tract of land being a portion of a called 17.99 acre tract of land as described in gift deed to Annie Lee Poncik recorded under Clerk’s File No. 81087013 of the Official Public Records of Fort Bend County, Texas.

WHEREAS, a portion of the above-described parcel of land contained Owner’s driveway access to said land; and

WHEREAS, as part of the consideration for the donation of the above-described land, and to ensure traffic flow and safety, County desires to design and construct Owner’s driveway access to the remaining portion of Owner’s property in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits, the Parties agree as follows:

1. **General Scope and Purpose of the Agreement.** This Agreement sets forth the terms and conditions pursuant to which the County will design and construct a forty foot (40’) wide driveway (the “Driveway”) and the Owner will finance the costs of said Driveway.

2. **Incorporation of Recitals.** The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into this Agreement.
3. **Project.** County shall design and construct the Driveway in the County Right-of-Way as provided in “**Exhibit A**” attached hereto and incorporated by reference herein (the “Project”). County shall only be obligated to design and construct the Project to the extent that sufficient funds are provided to County for the same pursuant to the terms and conditions of Section 4 of this Agreement. The Project shall be facilitated, managed, and administered by County and in accordance with County’s standards and regulations. County shall take all reasonable actions to ensure the Project is constructed in a good and workmanlike manner.
4. **Allocation of Project Costs.** Owner shall contribute funds not to exceed the lesser amount of either County’s total cost of the Project, or Seven Thousand and 00/100 Dollars (\$7,000.00). This amount shall be solely used for the “Project Costs”, which costs shall include the actual costs of the design, development, and construction of the Project, including, without limitation (i) all costs of design, engineering, required studies, geotechnical, environmental, traffic control improvements, materials, labor, construction, testing, inspection, management, and other services arising in connection with or which occur as a result of the completion of the Project, (ii) all costs incurred in connection with obtaining governmental approvals, location and/or relocation of utilities, certificates, and permits required in connection with the Project including engineering and other consultant fees, services and expenses related to the design and construction of the Project.
 - (a) **Initial Payment:** Within thirty (30) days of Effective Date of this Agreement, Owner shall make an initial payment of \$7,000.00 to County (the “Initial Payment”). Upon receipt of the Initial Payment, County shall commence design and construction of the Project in accordance with County’s standard practices for the same.
 - (b) **Final Accounting:** Within thirty (30) days of County’s completion of the Project, County shall furnish Owner with a full accounting of the funds expended on the Project. If, during the course of County’s full accounting of the Project, it is discovered that excess funds were received by County from Owner for the Project, then County shall remit such excess funds that have not been used for the Project to Owner within thirty (30) days of County’s full accounting of the Project.

5. **Construction of the Project.** County shall administer the construction contract for the Project 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.
6. **Completion of the Project; Maintenance/ Ownership 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. Upon Completion of the Project, Owner, at its sole cost and expense, shall be responsible for the perpetual maintenance and repair of any portion of the Project.
7. **Time for Performance.** County shall initiate the construction of the Project no later than three (3) months from the date it receives the Initial Payment from Owner as provided in Section 4 of this Agreement, or within such time as may be extended by written amendment of the Parties.
8. **Project Completion.** 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.
9. **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 inabilities 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.

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, 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

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

If to Owner: Attn: Brenda Zwahr
10335 Oberrender Rd
Needville Texas 77461


11. **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.**

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
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 multiple counterparts, each having equal force and effect of an original.
20. **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.

{Execution Pages Follow}

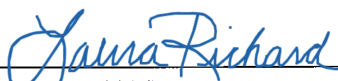
Signed and entered this 22 day of April, 2025.

FORT BEND COUNTY, TEXAS

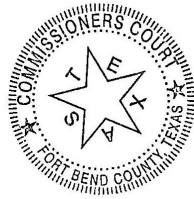


KP GEORGE,
COUNTY JUDGE


ATTEST:



LAURA RICHARD,
COUNTY CLERK



APPROVED:



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

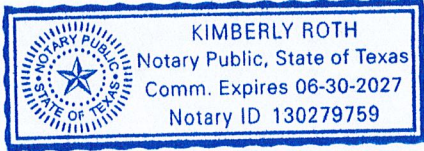
OWNER:

Brenda Zwahr
BRENDA ZWAHR

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This Agreement was acknowledged before me on 1 day of April, 2025 by Brenda Zwahr.



Kimberly Roth
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

OWNER:

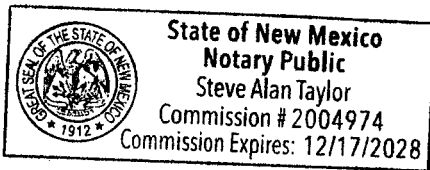
Wanda Poncik

WANDA PONCIK

ACKNOWLEDGMENT


STATE OF NEW MEXICO §
 §
COUNTY OF Dona Ana §

This Agreement was acknowledged before me on 2nd day of April, 2025 by Wanda Poncik.



Steve Alan Taylor
NOTARY PUBLIC IN AND FOR
THE STATE OF NEW MEXICO

OWNER:



DARYL PONCIK

ACKNOWLEDGMENT

STATE OF TEXAS

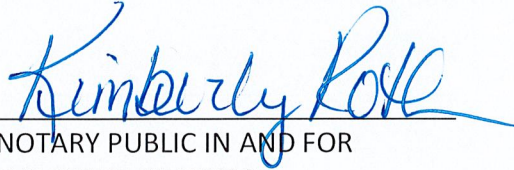
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COUNTY OF Fort Bend

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This Agreement was acknowledged before me on 1 day of April, 2025 by Daryl Poncik.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

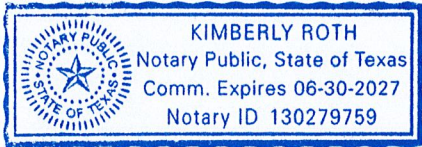
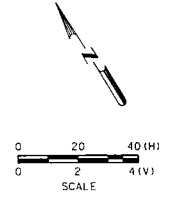


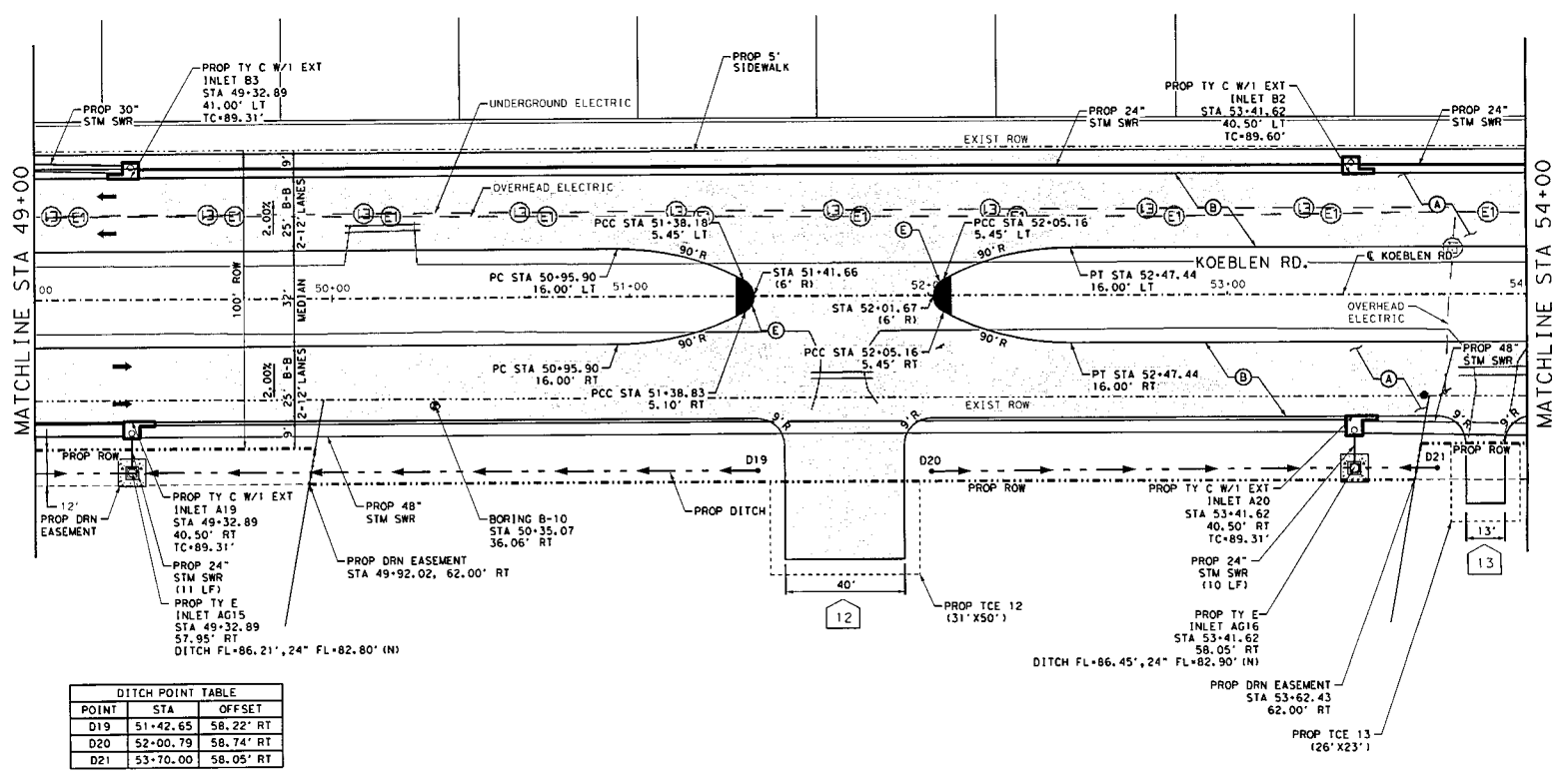
EXHIBIT A

(Follows Behind)



- LEGEND**
- (A) 8" REINFORCED CONCRETE PAVEMENT
 - (B) 6" CONCRETE CURB
 - (C) PAVEMENT HEADER
 - (D) FULL DEPTH SAW-CUT
 - (E) 6" BLACK CONCRETE
 - PROP DIRECTION OF TRAVEL
 - ← EXIST DIRECTION OF TRAVEL
 - [] CONCRETE PAVEMENT
 - [] DRIVEWAY ID

- NOTES:**
1. EXISTING UTILITIES AND FEATURES ARE SHOWN IN AN APPROXIMATE WAY ONLY. CONTRACTOR SHALL FIELD VERIFY LOCATION AND TYPE OF UTILITIES AND FEATURES BEFORE COMMENCEMENT OF WORK.
 2. VARIOUS SECTIONS OF WESTBOUND LANES TO BE CONSTRUCTED BY OTHERS. FIELD VERIFY LOCATIONS BEFORE COMMENCEMENT OF WORK.
 3. STATION AND OFFSETS FOR PROPOSED CURB INLETS SHOWN ARE TO THE FACE OF CURB AND CENTER OF INLET.
 4. SAW CUT SHALL BE 1 FOOT FROM FACE OF EXISTING CURB.
 5. BLACK CONCRETE SHALL EXTEND A MINIMUM 6 FEET FROM BACK OF PROPOSED CURB AT MEDIAN NOSE.



DITCH POINT TABLE

POINT	STA	OFFSET
D19	51+42.65	58.22' RT
D20	52+00.79	58.74' RT
D21	53+70.00	58.05' RT

5/14/2024 8:01:51 AM
 C:\Users\k\logon\Public\Projects\171\FtBend\Drawings\121613011549-PR-10.dwg

NO.	REVISIONS	DATE	NAME

**FT. BEND COUNTY
ENGINEERING DEPARTMENT**



CivilTech Engineering, Inc.
 1801 BELG 1600
 CYPRESS, TEXAS 77429
 PH: (281) 304-0200
 FX: (281) 304-0210
 REGISTRATION NO. F-382

CURTIS W. WHITE
 113382
 5/14/2024

PROJECT TITLE:	KOEBLEN ROAD SEGMENT 3		
SHEET DESCRIPTION:	FROM FM 2218 TO ROSENBERG CITY LIMITS		
PLAN			
DRAWN BY:	DA	DATE:	5/14/2024
CAD BY:	ENW	SHEET NO.:	26 / 110
SCALE:	1"=20'		