

IMPROVEMENTS WITHIN THE RIGHT-OF-WAY AGREEMENT

BETWEEN WALLER COUNTY AND Mirabella Homeowners Association, Inc.

This agreement is made by and between Waller County, (hereinafter referred to as "County") and Mirabella Homeowners Association, Inc., (hereinafter referred to as the "HOA") whose mailing address is P.O. Box 5191, Katy, Texas 77491.

WHEREAS, the COUNTY has jurisdictional authority of the road right of way(s) described on Exhibit A attached hereto (hereinafter referred to as the R.O.W.); and

WHEREAS, the County shall agree to allow HOA to landscape & irrigation within the ROW; and

WHEREAS, such improvement will benefit residents of HOA located within the jurisdiction of the County; and

WHEREAS, COUNTY has agreed to grant to HOA consideration for which includes, without limitation, the County's agreement to and execution of this Agreement:

NOW, THEREFORE, the parties do hereby agree as follows:

1. TERMS OF AGREEMENT

Pursuant to the terms of this Agreement, the COUNTY has the right to review, approve and require engineering (if deemed necessary) landscape & irrigation within the ROW, said approval not to be unreasonably withheld. It is expressly agreed that COUNTY's requirements will include, without limitation, the following:

- A. The System shall be installed as to not interfere with roadway or drainage at a location designated by the County Engineer within the R.O.W. of Mirabella Drive;
- B. The Subdivision/HOA shall accept liability for any and all injury or damages resulting from proposed improvements.
- C. The System shall be installed at the sole cost and expense of HOA, Mirabella Homeowners Association, Inc. shall be the contact for the COUNTY, in all situations, i.e. deficiencies.;
- D. The System shall be maintained at the sole cost and expense of HOA, Mirabella Homeowners Association, Inc. shall be the contact for the COUNTY, in all situations, i.e. deficiencies.

2. FUTURE CHANGES

A. The COUNTY shall have the right to alter, relocate, or eliminate the improvements should infrastructure development so necessitate, at no cost to Waller County. The _____

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Mirabella Homeowners Association, Inc. agrees to cooperate with COUNTY in any and all manner required or reasonably requested by COUNTY to release any legal, prescriptive, or other rights the County might have to use in future endeavors of infrastructure development.

3. GENERAL PROVISIONS

A. REMEDIES. Each party shall have the right to enforce the provisions of this Agreement, including, without limitation, the right to collect damages for the breach of this Agreement. In addition, as the agreement to and execution of this Agreement constitutes consideration for the Agreement.

B. ATTORNEYS' FEES AND EXPENSES. Should either party employ an attorney to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of this Agreement, the prevailing party shall be entitled to recover all reasonable costs, charges, expenses and attorneys' fees, including expert witness fees expended or incurred therein.

C. SAVINGS CLAUSE. Should any clause in this Agreement, or a particular application thereof, be held to be invalid or unenforceable, in whole or in part, by any court or arbitration panel, the remaining clauses or other applications herein shall continue in full force and effect.

D. ENTIRE AGREEMENT. This Agreement, constitutes the entire agreement between the parties, and it is expressly understood and agreed that there are no agreements or promises by and between said parties, except as aforesaid, and that any additions thereto or changes therein shall be in writing and signed by both parties thereto, and shall not create any third party beneficiaries or third party obligations. NO ALTERATIONS, CHANGES, OR ADDITIONS SHALL BE MADE TO THIS CONTRACT EXCEPT IN WRITING.

E. WAIVER. No failure by a party to enforce any provision of this Agreement shall constitute a waiver by such party. The waiver by a party of any breach hereof by the other party shall not constitute a waiver of any subsequent breach of the same or any other provision.

F. SEVERABILITY. The provisions of this Agreement are severable and if for any reason any provision or provisions herein are determined to be invalid, illegal or unenforceable, such determination shall not affect any other provision hereof.

G. APPLICABLE LAW; VENUE. This agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas. All suits arising out of or related to this Agreement shall be filed exclusively in the courts of Waller County, Texas.

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Executed as of the 1 day of December, 2025.

HOA

Signed by:

By: Hector Martinez

Mirabella Homeowners Association, Inc.

WALLER COUNTY, TEXAS

By: _____

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