

RIGHT-OF-WAY AGREEMENT

BETWEEN WALLER COUNTY AND PRAIRIE LEGACY PARTNERS, INC.

FOR THE RESIDENTIAL SUBDIVISION OF LAKEVIEW

This agreement is made by and between Waller County, (hereinafter referred to as “COUNTY”) and PRAIRIE LEGACY PARTNERS, INC., (hereinafter referred to as the “DEVELOPER”) whose mailing address is 800 Bering Drive, Suite 350, Houston, Texas 77057.

WHEREAS, the COUNTY is the owner of the right of way property described on Exhibit A attached hereto (hereinafter referred to as the PROPERTY); and

WHEREAS, the County shall agree to allow DEVELOPER to Terms of Agreement; and

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

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

1. TERMS OF AGREEMENT

Pursuant to the terms of this Agreement, the COUNTY shall review, approve and may require engineering (if deemed necessary) of any future Improvements as it relates to utilities, said approval shall not to be unreasonably withheld. It is expressly agreed that the COUNTY’s requirements will include, without limitation, the following:

- A. The Developer shall maintain Property (ditches) within the County right of ways within Lakeview subdivision;
- B. The Developer shall repair any damages to the Property (road and right of way) as a result of busted waterlines at Developers own expense;
- C. The Developer shall repair any damages to the Property (road and right of way) as a result of busted irrigation lines at Developers own expense;
- D. The Developer shall submit Formal Notices via www.mgoconnect.org for all line placements within right of way Property;
- E. If there is a conflict with utilities in the right of way for road maintenance or future improvements, Developer shall be responsible for relocating waterlines, and irrigation lines, at Developers sole cost and expense;

2. 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 aforementioned, 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.

Executed as of the ____ day of _____, 2025.

PRAIRIE LEGACY PARTNERS, INC.

By: _____

WALLER COUNTY, TEXAS

By: _____