

**INDEMNITY AGREEMENT  
BETWEEN  
PRAIRIE LEGACY PARTNERS, INC. AND  
WALLER COUNTY, TEXAS**

This Indemnity Agreement (this “*Agreement*”) is made and entered into by and between Prairie Legacy Partners, Inc., a Texas Corporation (the “*Developer*”), and Waller County, Texas (the “*County*”).

**RECITALS:**

The Developer is the owner of Lakeview, a residential subdivision community located in Waller County, Texas (“*Lakeview*”).

Lakeview is comprised, in part, of the following real property: Lakeview Section 1, as described by the map or plat recorded under Clerk’s File No. 2301798 in the Official Public Records of Waller County, Texas (“*Section 1*”); Lakeview Section 2, as described by the map or plat recorded under Clerk’s File No. 2301800 in the Official Public Records of Waller County, Texas (“*Section 2*”); Lakeview Section 3, as described by the map or plat recorded under Clerk’s File No. 2301802 in the Official Public Records of Waller County, Texas (“*Section 3*”); and Lakeview Section 4, as described by the map or plat recorded under Clerk’s File No. 2301805 in the Official Public Records of Waller County, Texas (“*Section 4*”).

Section 1, Section 2, Section 3, and Section 4 are collectively referred to in this Agreement as the “*Subject Sections*”. The roads within the Subject Sections are public roads that are, or will be, dedicated to the public.

The Developer owns and operates one or more water/irrigation lines located in Lakeview, within the right of way of Subject Sections.

The County has agreed to accept the public roads within the Subject Sections and to own and maintain the public roads within the Subject Sections subject to the Right-Of-Way Agreement, Between Waller County and Prairie Legacy Partners, Inc. -For The Residential Subdivision of Lakeview. The Developer indemnifies the County for any damage to the public roads within the Subject Sections caused by the Water/Irrigation Lines, as set forth in this Agreement.

The Board of Directors of the Developer has determined that it is in the best interest of the Developer to indemnify the County for any damage to the public roads within the Subject Sections caused by the Irrigation Lines, as set forth in detail in this Agreement.

**AGREEMENT:**

Now therefore, for and in consideration of the mutual promises, covenants, benefits, and obligations set forth in this Agreement, the Developer and the County agree and contract as follows:

1. Road Acceptance.

The County agrees to accept the public roads within the Subject Sections and to own and maintain the public roads subject to the executed Right-Of-Way Agreement, Between Waller County and Prairie Legacy Partners, Inc. -For The Residential Subdivision of Lakeview, with all applicable laws and regulations.

2. Release and Indemnity.

**THE DEVELOPER AGREES TO DEFEND AND INDEMNIFY THE COUNTY AND ITS OFFICERS, DIRECTORS, AND REPRESENTATIVES FROM ANY DAMAGE TO THE PUBLIC ROADS WITHIN THE SUBJECT SECTIONS, IF SUCH DAMAGE IS DIRECTLY CAUSED BY THE WATER AND IRRIGATION LINES OWNED BY THE DEVELOPER AND LOCATED IN THE RIGHT OF WAY.**

3. Applicable Laws and Standards.

This Agreement must be construed under and in accordance with the laws of the State of Texas and Waller County, Texas. All obligations of the parties created pursuant to this Agreement are performable in Waller County, Texas.

4. Assignment.

No part of this Agreement or the rights granted to either party pursuant to this Agreement may be assigned by either party without the prior, written consent of the other party. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

5. Entire Agreement; Amendment.

This Agreement contains all of the covenants, promises, and agreements between the parties concerning the subject matter described in this Agreement, and this Agreement supersedes all prior agreements, arrangements, or understandings, whether written or oral, between the parties. This Agreement may not be amended or modified except in writing and signed by the parties.

6. Severability.

If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement must be construed as if the invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

7. Interpretation.

When used in this Agreement, and whenever the text so permits, the singular includes the plural and the use of any gender includes all genders.

8. Authorization.

Each party to this Agreement represents that (i) the execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization, (ii) the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject, and (iii) this Agreement is a binding and enforceable agreement on its part.

THIS AGREEMENT IS EXECUTED on the dates shown below and is effective on the date last subscribed below.

**Prairie Legacy Partners, Inc.**, a Texas nonprofit corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Waller County, Texas**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_