

**ROAD USE AGREEMENT
MUD 64 AND _____**

This Road Use Agreement (the "Agreement") is made and entered into by and between **BRAZORIA COUNTY, TEXAS** (the "County"), acting by and through its Commissioners Court (the "Court"), the **VILLAGE OF BONNEY, TEXAS** (the "Village"), **BRAZORIA COUNTY MUNICIPAL DISTRICT NO. 64** ("MUD 64"), and _____ authorized to do business in Texas (the "Developer"). The County, Village, MUD 64, and Developer are sometimes referred to herein collectively as the "Parties" and each individually as a "Party". Developer and MUD 64 are jointly referred to as "Developer", and acting as one party to this Agreement.

RECITALS

WHEREAS, Developer intends to develop a subdivision located in Brazoria County, Texas identified on Exhibit A, attached hereto (the "Project"); and

WHEREAS, the Project requires the use of those certain County Roads identified on Exhibit B, attached hereto, under the jurisdiction and maintenance of the County ("County Roads") and those certain Village Roads identified on Exhibit C, attached hereto, under the jurisdiction and maintenance of the Village ("Village Roads"). County Roads and Village Roads are sometimes referred to herein collectively as the "Roads"; and

WHEREAS, Developer has caused damage to those Roads and it is anticipated that additional damage will occur during the construction of the Project; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the maintenance, repair, and/or reconstruction of the Roads.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree to the maintenance, repair, and/or reconstruction of the Roads in accordance with the terms and conditions set forth herein.

SCOPE OF ROAD USE

The scope of Road use includes Developer using ____ (feet/miles) of County Road 618 and _____ (feet/miles) of County Road 48 as identified on Exhibit B and _____ (feet/miles) of former County Road 48 as identified on Exhibit C. If additional County Roads are used and damaged by Developer or parties associated with the Project, Developer shall be responsible to the same extent as if the roads were included in Exhibit B and as defined below.

AGREEMENT

The Parties agree as follows:

Meetings:

Attendance is required by all Parties.

1. Post-construction Meeting: Within 45 days of substantial completion of construction of the Project, Parties shall meet to jointly document the post-construction condition of the Roads used for construction access to determine the course of action to repair/reconstruct such Roads.

Developer and MUD 64 shall:

1. Compliance:
 - a. Obtain Heavy Load Permits from the County as required by the County's Heavy Load Order.
 - b. Obtain Right-of-Way Permits from the County to perform repair work within the right-of-way as described below.
 - c. Ensure all improvements meet the standards set forth in the Brazoria County Roadway Design Criteria Manual.
 - d. Comply with all Village regulations and requirements for work on or use of Former County Road 48.
2. Interim Repairs and Maintenance:
 - a. Place adequate traffic control around manholes in the clear zones where manholes have compromised the Roads. Traffic control shall be maintained until manholes have been removed and repairs have been performed.
 - b. Install fire hydrants in the back slope of the ditch of the Roads in accordance with the approved detail provided by Developer's engineer, attached hereto as Exhibit D.
 - c. Remove existing manholes from the clear zone, regrade the affected ditches in accordance with the approved grade provided by Developer's engineer, attached hereto as Exhibit E, and install new manhole structures in accordance with the approved detail provided by Developer's engineer, attached hereto as Exhibit F, within thirty (30) days of execution of this Agreement.
 - d. Perform repairs on County Road 48 and Former County Road 48 within sixty (60) days of execution of this Agreement. Repairs shall be designed by Developer's engineer in accordance with the Brazoria County Roadway

Design Criteria Manual and submitted to the County and Village for review and approval prior to commencement of repairs.

- e. Maintain the Roads in a safe and travelable manner throughout the construction of the Project.
 - f. Reconstruct County Road 618 in accordance with the approved plan provided by the Developer's engineer, attached hereto as Exhibit G, within ninety (90) days of substantial completion of construction of the portion of the Project that utilizes County Road 618.
3. Emergency Repairs: In the event that County must perform emergency repairs to Road(s) damaged by Developer's construction traffic to keep the Road(s) in a safe and travelable condition, Developer shall pay County for such repairs within thirty (30) days of invoicing.
 4. Notice of Completion:
 - a. Provide notice to County upon substantial completion of construction of the portion of the Project utilizing County Road 618 within 10 days.
 - b. Provide notice to County and Village upon substantial completion of construction of the Project within 10 days.
 5. Safety Standards: Comply with all traffic and safety standards of the Texas Manual on Uniform Traffic Control Devices (TxMUTCD) during repairs, maintenance, and/or reconstruction of the County Roads.

County Obligations:

1. Determine what temporary improvements are needed, if any, to maintain the safety of the public.
2. Conduct an inspection and sampling of the County Roads.
3. County shall review and approve the design and engineering and grant any and all necessary permits for such repairs or reconstruction within its jurisdiction, which approvals and permits shall not be unreasonably withheld, conditioned, or delayed.
4. Conduct necessary testing and inspections to ensure the repairs or reconstruction within its jurisdiction are designed and engineered in compliance with County standards and regulations.

Village Obligations:

1. Village shall review and approve the design and engineering and grant any and all necessary permits for such repairs or reconstruction within its jurisdiction, which approvals and permits shall not be unreasonably withheld, conditioned, or delayed.

2. Conduct necessary testing and inspections to ensure the repairs or reconstruction within its jurisdiction are designed and engineered in compliance with Village standards and regulations.

Termination:

Upon completion of final repairs or reconstruction, if necessary, and acceptance by County and Village, which acceptance shall not be unreasonably withheld, conditioned or delayed, this Agreement shall terminate and Developer shall have no further obligations to the County or Village, unless otherwise agreed in writing, for repair or reconstruction of the Roads associated with the installation and development of the Project.

Governing Law:

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in Brazoria County, Texas. In the event that a Party initiates a cause of action in court in connection with this Agreement, the prevailing Party shall be entitled to reasonable and necessary attorneys' fees and costs of court.

The Parties desire to cause to have constructed the Road project on behalf of the Parties for purposes of public safety.

All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by email, by an overnight service, such as Federal Express, or deposited in the United States mail by registered or certified mail, postage prepaid, properly addressed as follows:

County:

Brazoria County, Texas
111 E. Locust Street
Angleton, Texas 77515
Attn: County Engineer
Telephone:(979) 864-1265
Facsimile:(979) 864-1270
Email: matth@brazoriacountytexas.gov

Village:

MUD 64:

Developer:

Notices shall be deemed to be given upon personal delivery, or two (2) business days after deposited with the United States mail service, or the following business day if deposited with an overnight delivery service or if emailed.

This Agreement constitutes the entire agreement of the Parties with respect to the Roads project described herein. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the Parties hereto.

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

This Agreement may be executed in multiple, separate counterparts, each of which shall be deemed to be an original.

Nothing contained in this Agreement shall constitute or be deemed or construed to create, and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties or affiliates thereof).

Any approvals or consents required hereunder shall not be unreasonably withheld, conditioned or delayed. The Parties shall execute any documents or take any further actions as reasonably required to effectuate this Agreement.

Executed this _____ day of _____, 2025.

BRAZORIA COUNTY, TEXAS

By: _____
L. M. "Matt" Sebesta, Jr.
County Judge

VILLAGE OF BONNEY, TEXAS

By: _____
Name: _____
Title: _____

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 64**

By: _____
Name: _____
Title: _____

DEVELOPER

By: _____

Name: _____

Title: _____