

INTERLOCAL AGREEMENT FOR
REGIONAL ROAD IMPROVEMENTS
(Fort Bend Parkway Access Road from Sienna
Parkway to Sienna Ranch Road)

This Interlocal Agreement for Regional Road Improvements (the "Agreement"), effective as of the 20th day of June, 2012, is entered into by the **FORT BEND COUNTY TOLL ROAD AUTHORITY** (the "Authority") and **SIENNA PLANTATION MANAGEMENT DISTRICT** (the "District") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Authority is constructing an extension of the Fort Bend Parkway Toll Road (the "Parkway") from State Highway 6 to Sienna Parkway, and the connection of the Parkway to Sienna Ranch Road is a vital component of the long-term traffic plan for the District and the Authority; and

WHEREAS, the Authority has no current plans to extend the Parkway to Sienna Ranch Road, the District desires to provide interim access between Sienna Ranch and Sienna Parkway along the alignment of the future Parkway extension by constructing a two-lane road as shown on **Attachment A**; and

WHEREAS, the Parties are authorized to provide certain governmental functions, including, but not limited to the provision of road improvements; and

WHEREAS, the Parties wish to enter into an agreement to provide for the shared costs of the improvements referenced above; and

WHEREAS, the Parties have current revenues available to pay for the costs of the improvements, as proposed under this Agreement;

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties contract and agree as follows:

AGREEMENT

Section 1. Scope of the Improvements. The District will design and construct the Improvements as shown on **Attachment A**.

The Improvements will consist of 6,111 square yards of permanent concrete pavement at the intersections, 13,055 square yards of fiber reinforced concrete between the intersections and a crossing of Flat Bank Creek.

The Authority will separately prepare a preliminary design on the toll main lanes as shown on **Attachment B**, to ensure no conflict exists between the Improvements and the Main Lanes.

Section 2. Cost Allocation of Improvement Costs.

In consideration of the advances made by the District for the actual costs of that portion of the Improvements associated with the permanent pavement, estimated to be \$476,325, the Authority shall reimburse the District for such actual costs on the earliest date that funds are available from any bond, note or other obligation issued or incurred in one or more series which are secured by the revenues of the Fort Bend County Toll Road System for the purpose of constructing the Improvements. The Authority shall not be obligated to reimburse the District from any other funds that may be lawfully available for such purpose. The Authority makes no representation or warranty when or if it will issue any bond, note or other obligation for the purpose of constructing the Improvements.

Section 3. Design, Competitive Bid, and Award of the Improvements.

a. The District shall oversee the design and construction of the Improvements. The District's engineer shall design and bid the Improvements to meet the requirements of the Authority and all other applicable jurisdictions. The plans and specifications shall be subject to review and approval by the Authority, or their respective authorized agents, which review and approval will not be unreasonably withheld, conditioned or delayed.

b. Upon receipt of bids for the Improvements, the District will notify the Authority of the amount of the recommended bid (the "Notice of Bid").

c. The District will enter into a contract (the "Construction Contract") with the qualified bidder which may be subject to change orders that increase, decrease, or otherwise alter the costs of the Improvements under such contract. The District will notify the Authority in writing of the award of the Construction Contract.

Section 4. Construction.

a. After award of the Construction Contract, the District shall administer the Construction Contract for the benefit of the Parties. Such construction shall meet all District construction standards and requirements. The District, through its engineer or authorized representative, shall provide on-site inspection of the construction of the Improvements in accordance with the Construction Contract. The District shall approve or deny all pay applications and requests for extensions of time' and shall pay - all valid pay applications issued under the Construction Contract within forty-five (45) days of receipt.

b. The Parties agree that the District does not warrant the quality of any engineering or construction work done by any third party in connection with, or materials provided for, the Improvements, nor for compliance of same with District standards and other governmental codes and regulations applicable thereto, nor shall the District be deemed to be responsible for any such compliance.

c. The District shall have the right to terminate the Construction Contract and to enforce its remedies thereunder, as determined by the District to be necessary. In the event of any such termination, the District shall have the right to complete and/or cause the completion of the Improvements itself and/or through such other contractor(s) as the District determines to be appropriate; provided that all work done in connection with such completion shall be in compliance with the plans and specifications approved therefore. The costs of any necessary and approved completion work for the Improvements shall be considered an Improvement cost.

Section 5. Acquisition of Road Right of Way. The Authority hereby authorizes the District to construct the Improvements on any land owned by the Authority. The District is responsible for the acquisition of any additional right of way necessary for the Improvements if such land is not dedicated to the Authority without compensation.

Section 6. Final Accounting. Within 30 days of the completion of the Improvements, the District shall submit to the Authority a final accounting of each Party's allocated costs under Section 2 above. The Authority shall pay its share of the Improvements within forty-five (45) days of the submission of the final accounting.

Section 7. Ownership and Maintenance of the Improvements. After the completion of final inspection of the Improvements, the District shall be responsible for maintaining the Improvements until the Authority begins construction of the extension of the Parkway to Sienna Ranch Road. When the Authority issues Notice to Proceed on such extension, the Authority shall assume responsibility for maintenance of the Improvements.

Section 8. Notices. All notices, requests, demands, and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

If to the District: Sienna Plantation Management District
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Angie Lutz
alutz@abhr.com
Tel: (713) 860-6470
Fax: (713) 860-6670

With a copy to:
Costello, Inc.
Attn: Chad Hablinski
9990 Richmond Drive
Suite 450, North Building
Houston, TX 77042

If to the Authority: Fort Bend County Toll Road Authority
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Richard L. Muller, Jr.
rmuller@abhr.com
Tel: (713) 860-6415
Fax: (713) 860-6615

With a copy to:
Mr. Michael E. Stone
Professional Project Management Services
PO Box 546
Richmond, TX 77406

Section 9. Termination of Agreement. This Agreement is to remain in full force and effect unless terminated by mutual agreement of the parties hereto, or upon the transfer of maintenance responsibility pursuant to Section 7 above.

Section 10. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties concerning the Improvements. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the parties.

Section 11. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Authority and the District shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the District.

Section 12. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did

not contain the particular provision or provisions held to be invalid, the rights and obligations of the parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

Section 13. Successors and Assigns. This Agreement shall apply to and be binding upon the parties hereto and their respective officers, directors, successors, and assigns. This Agreement and any of the rights obtained hereunder are not assignable by any party hereto without the express written consent of the other parties, which consent shall not be unreasonably withheld.

Section 14. Authorization. Each party represents that (i) 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) that 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.

Section 15. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Fort Bend County.

Section 16. Effective Date. This Agreement will be effective as of the date of the execution by the last party to execute this Agreement.

Section 17. Joint Representation. Both the Authority and the District (the "ABHR Represented Parties") have requested Allen Boone Humphries Robinson LLP ("ABHR") to represent them in connection with the preparation and review of this Agreement. ABHR has discussed with the ABHR Represented Parties the advantages and disadvantages of the ABHR Represented Parties engaging independent counsel to represent the ABHR Represented Parties in connection with the preparation and review of this Agreement because of the potential conflict of interest in ABHR's representation of the Authority and the District in this matter. ABHR has informed the Authority and the District that it reasonably believes that its representation of one party will not be affected by its representation of the other party, and that ABHR is fully able and willing to represent the ABHR Represented Parties fairly and adequately in connection with this matter. With a full understanding of the party's options to retain independent counsel to have ABHR represent them with respect to the matters described above, and the advantages and disadvantages of either choice, the Authority and the District requested that ABHR represent the ABHR Represented Parties with respect to the matters described above. The Authority and the District understand that there may be complete disclosure to the ABHR Represented Parties of all information and

communications that ABHR receives from the ABHR Represented Parties in the course of ABHR's representation in this matter.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

SIENNA PLANTATION MANAGEMENT
DISTRICT

Linda Bee
President, Board of Directors

Date: June 7, 2012

ATTEST:

[Signature]
Secretary, Board of Directors



FORT BEND COUNTY TOLL BOARD
AUTHORITY



Name: James D. Condrey

Title: Chairman, Board of Directors

Date: June 20, 2012

ATTEST:



Name: Charles Rencher

Title: Secretary, Board of Directors

(SEAL)



ATTACHMENT A

Estimated Construction Cost of the Feeder Road between Toll Road Ramps

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST

FORT BEND COUNTY TOLL ROAD FEEDER ROAD

CJ JOB NO 2005-099-04

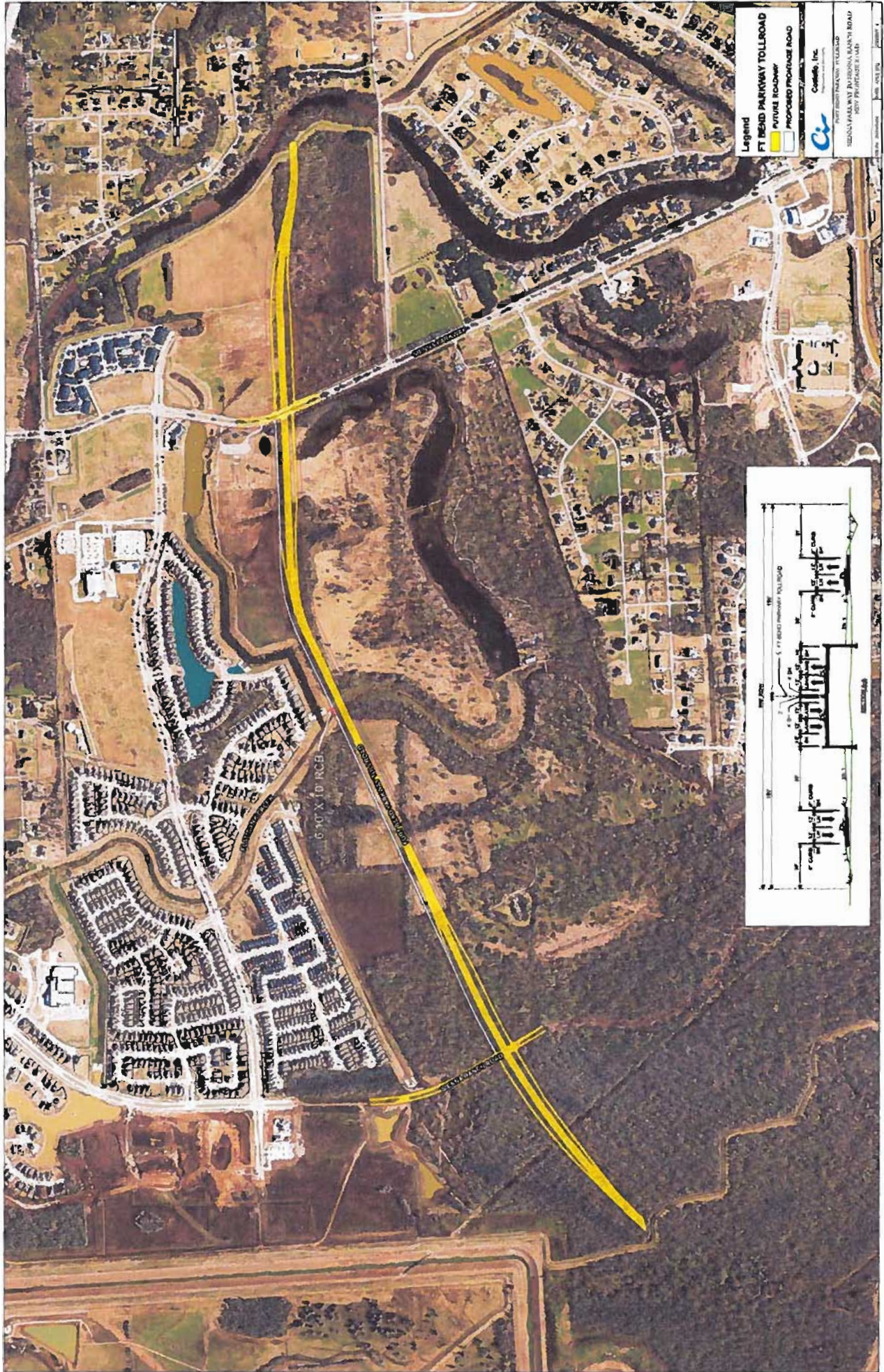
Revised 8-28-11

ITEM NO.	APPROX QTY	DESCRIPTION	CLH	
			UNIT PRICE	TOTAL AMOUNT
STORM SEWER AND DRAINAGE SWALE WEST OF FLAT BANK				
1	100 LF	12" RCP INSTALLED BY BORE UNDER PIPELINE	\$150.00	\$15,000.00
2	100 LF	54" RCP	\$135.00	\$13,500.00
3	1 LS	54" OUTFALL (INCLUDES SLOPE PAVING)	\$10,000.00	\$10,000.00
4	2 EA	42" SFT	\$3,000.00	\$6,000.00
5	3,625 LF	CONSTRUCTION OF 5' DEEP DRAINAGE SWALE w/ 3:1 SIDE SLOPES	\$5.00	\$18,125.00
6	1 LS	6 x 10 x 10" RCB CROSSING OF FLAT BANK CREEK	\$600,000.00	\$600,000.00
7	10,500 CY	LOAD AND HAUL AND OFFSITE DISPOSAL OF SWALE EXCAVATION	\$6.00	\$63,000.00
8	200 LF	TRENCH SAFETY SYSTEM	\$1.00	\$200.00
			SUBTOTAL	\$725,825.00
MISCELLANEOUS				
9	9,400 LF	SILT FENCE (Along Back of Curb after Paving)	\$1.50	\$14,100.00
10	1 LS	CONSTRUCTION ENTRY/EXIT	\$1,500.00	\$1,500.00
11	1 LS	CONSTRUCTION STAKING	\$12,220.00	\$12,220.00
12	1 LS	CONC INFRASTRUCTURE FEE	\$14,444.58	\$14,444.58
13	5 AC	HYDROMULCH SLOPES AND DRAINAGE AREAS	\$950.00	\$4,750.00
14	4,700 FT	STREET LIGHTS	\$30.00	\$141,000.00
			SUBTOTAL	\$188,514.58
FEEDER ROAD PAVING ITEMS				
14	12 AC	CLEARING AND GRUBBING OF ROW	\$4,500.00	\$54,000.00
15	7,572 CY	ROADWAY EXCAVATION AND EMBANKMENT	\$2.50	\$18,929.86
16	15,144 SY	8" THICK LIME STABILIZED SUBGRADE	\$1.00	\$16,658.28
17	400 TON	LIME (8%)	\$138.00	\$55,200.00
18	13,055 SY	7" FIBER REINFORCED CONCRETE PAVEMENT (25' WIDE ROADWAY)	\$16.00	\$339,430.00
19	9,400 LF	6" CURB WITH 12" GAPS FOR STORM RUNOFF	\$2.50	\$23,500.00
20	940 EA	TRAFFIC BUTTONS	\$5.00	\$4,700.00
21	10 EA	TRAFFIC SIGNS	\$400.00	\$4,000.00
22	5,700 EA	4" SOLID WHITE STRIPE	\$1.00	\$5,700.00
23	7 EA	24" STOP BARS	\$500.00	\$3,500.00
24	2 LS	TIE TO EXISTING	\$5,000.00	\$10,000.00
25	1 LS	TURP ESTABLISHMENT	\$15,000.00	\$15,000.00
26	1 LS	PAVEMENT BOND	\$2,000.00	\$2,000.00
27	1 LS	TRAFFIC CONTROL	\$10,000.00	\$10,000.00
28	1 EA	PIPELINE CROSSING SLAB	\$20,000.00	\$20,000.00
			SUBTOTAL	\$580,118.14
			TOTAL	\$1,494,457.72
			Contingency (15%)	\$224,168.66
			Engineering (15%)	\$225,793.96
			TOTAL FEEDER ROAD COST	\$1,976,420.33
Note 1				
Paving cost does not include the following items				
Temporary asphalt roads				
power/pole/utility construction				
supplemental items				
Assumes All Road Excavation can be utilized inside as HUR (O.W) Grading				
Merhan Opening and Turn Lanes to Sierra Parkway				
Excludes 2,200 lf of pavement to be constructed by County (Future Exit Ramps)				

**Estimated Construction Cost of the Feeder Road From Sienna Parkway to
Entry Ramp and Sienna Ranch Road to Exit Ramp**

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST FORT BEND COUNTY TOLL ROAD FEEDER ROAD CI JOB NO 2005-099-04 Revised 8-28-2011					
ITEM NO.	APPROX QTY		DESCRIPTION	UNIT PRICE	GLH TOTAL AMOUNT
FEEDER ROAD PAVING ITEMS- Future Exit Ramps (to be Reimbursed by Fort Bend County)					
1 .	3	AC	CLEARING AND GRUBBING OF ROW	\$4,500.00	\$13,500.00
2 .	3,544	CY	ROADWAY EXCAVATION AND EMBANKMENT	\$2.50	\$8,861.11
3	7,089	SY	8" THICK LIME STABILIZED SUBGRADE	\$1.10	\$7,797.78
4	187	TON	LIME (8%)	\$138.00	\$25,806.00
5 .	6,111	SY	8" Concrete Pavement	\$29.00	\$177,222.22
6 .	4,400	LF	6" CURB WITH 12" GAPS FOR STORM RUNOFF	\$2.50	\$11,000.00
7 .	440	EA	TRAFFIC BOLLARDS	\$5.00	\$2,200.00
8 .	10	EA	TRAFFIC SIGNS	\$400.00	\$4,000.00
9	2,200	EA	4" CENTERLINE STRIPING	\$1.00	\$2,200.00
10 .	2	EA	24" STOP BARS	\$500.00	\$1,000.00
11 .	2	LS	TIE TO EXISTING	\$5,000.00	\$10,000.00
12	1	LS	TURF ESTABLISHMENT	\$5,000.00	\$5,000.00
13 .	1	LS	PAVEMENT BOND	\$2,000.00	\$2,000.00
14 .	1	LS	TRAFFIC CONTROL	\$5,000.00	\$5,000.00
				SUBTOTAL	\$275,587.11
MISCELLANEOUS					
15 .	4,400	LF	SILT FENCE (Along Back of Curb after Paving)	\$1.50	\$6,600.00
16 .	1	LS	CONSTRUCTION ENTRY/EXIT	\$1,500.00	\$1,500.00
17 .	1	LS	CONSTRUCTION STAKING	\$5,720.00	\$5,720.00
18 .	1	LS	COMC INFRASTRUCTURE FEE	\$4,763.25	\$4,763.25
19 .	2,200	FT	STREET LIGHTS	\$30.00	\$66,000.00
				SUBTOTAL	\$84,583.25
				TOTAL	\$360,170.36
				Contingency (15%)	\$54,025.55
				Engineering (15%)	\$62,129.39
				TOTAL FEEDER ROAD COST	\$476,325.31
Note 1					
Paving cost does not include the following items:					
Temporary asphalt roads					
power pole/utility coordination					
supplemental items					
Assumes All Road Excavation can be utilized onsite as full R.O.W Grading					
Median Opening and Turn Lanes to Sienna Parkway					

ATTACHMENT B



Legend
 FT BEND PARKWAY TOLL ROAD
 FUTURE ROADWAY
 PROPOSED PROPOSED ROAD

Consulting, Inc.
 10000 FORT BEND PARKWAY TOLL ROAD
 HOUSTON, TEXAS 77066-1000
 TEL: 281.486.1000
 WWW: WWW.CSI-INC.COM

