

ARTICLE I
Period of Agreement

This Agreement becomes effective on the date signed by the last party and shall remain in effect until June 16, 2034 for an initial term of 18 years and 6 months, (hereinafter "Initial Term").

ARTICLE II
Project

2.01 County is responsible for the construction of the Project in accordance with all applicable local, state and federal laws, on three parcels of land within the boundaries of the District described as follows:

Tract 1: Unrestricted Reserve "A", of MISSION GLEN, SECTION ONE (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof filed for record in Volume 33, Page 16 of the Plat Records of Fort Bend County, Texas; and

Tract 2: Unrestricted Reserve "B", of MISSION GLEN, SECTION ONE (1), Replat, a subdivision in Fort Bend County, Texas, according to the map or plat thereof filed for record under Slide Numbers 574/A & B of the Map or Plat Records of Fort Bend County, Texas; and

Tract 3: Unrestricted Reserve "C", of MISSION GLEN, SECTION ONE (1), Replat, a subdivision in Fort Bend County, Texas, according to the map or plat thereof filed for record under Slide Numbers 574/A & B of the Map or Plat Records of Fort Bend County, Texas.

2.02 Upon completion of construction of the Project, the County shall issue a "Notification of Completion," acknowledging that the Project has been completed.

ARTICLE III
Contributions by District

3.01 Subject to subsection 3.03 below, District shall make 37 semi-annual payments in the amount of \$480,000 each for the term of this Agreement as a contribution towards costs for maintenance of and improvements to the Project.

3.02 District shall make its initial payment to County within 30 days of the effective date of this Agreement and make subsequent semi-annual payments within 30 days of each six-

month anniversary date of the effective date of this Agreement during the entire Initial Term.

- 3.03 District shall have the right to retain, at its sole option, up to 25% of sales tax revenue received from the State Comptroller for its use, which may result in a reduction in the amount of semi-annual payments to County under this Agreement.

ARTICLE IV Entire Agreement

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by all parties hereto.

ARTICLE V Termination

This agreement may only be terminated upon mutual agreement of the parties after the expiration of the Initial Term.

ARTICLE VI Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:

Laura Richard, County Clerk

APPROVED:

James Knight, Director

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6

By: _____
Robert E. Hebert, Director

Date: _____

ATTEST:

Laura Richard, County Clerk