

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT
 PINE MILL RANCH PEDESTRIAN CROSSINGS**

This Interlocal Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 ("District"), acting by and through its Board of Directors. The County and District may be referred to collectively herein as the "Parties."

RECITALS:

WHEREAS, the District has been created and organized for the purposes, among others, of protecting, preserving, and restoring the purity and sanitary condition of water within the State, and has the authority pursuant to Chapter 49 of the Texas Water Code, as amended to finance, develop and maintain, among other facilities, landscaping, parkways, greenbelts, sidewalks, trails and public right-of-way beautification projects in the District; and

WHEREAS, District is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, County is a local government as defined by the Act with authority to maintain public right-of-way, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, County and District believe it is in their best interests to enter into this Agreement to facilitate the provision of certain governmental functions to the citizens of Fort Bend County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**SECTION 1
PURPOSE**

The purpose of this Agreement is to outline the obligations related to the installation and maintenance of mid-block pedestrian crossings ("Crossings") within the Pine Mill Ranch Subdivision.

SECTION 2

OBLIGATIONS

2.1 County agrees to allow District to install County-approved Crossings within the following public streets within the Pine Mill Ranch Subdivision:

2.1.1 Along Pine Mill Ranch Drive at three (3) proposed locations which will include typical signage, crosswalk striping and an in-pavement light system; and

2.1.2 Along community interior streets at two (2) proposed locations which will include typical crosswalk signage and striping.

2.2 District shall comply with all County standards and requirements, and shall be responsible for all costs related to the design, permitting, construction, and maintenance of the Crossings for as long as such Crossings remain in place.

2.3 County has no obligation to replace the Crossings if removal is required as part of future work by the County in public right of way.

SECTION 3

TERM

This Agreement shall continue in force and effect from the date of execution of the last party hereto and shall continue in full force and effect for as long as such in-pavement light systems, signage and crosswalk striping are in place in each Crossing.

SECTION 4

INSURANCE AND LIABILITY

4.1 County and District are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

4.2 Each party is solely responsible for the actions and omissions of its employees and officers. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of

the execution of this Agreement and the performance of the covenants contained herein.

SECTION 5
NOTICES

5.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

5.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Engineering Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
District:	Fort Bend County Municipal District No. 57 Attn: Katie Sherborne c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027

5.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

5.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

5.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION 6

MISCELLANEOUS

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

6.3 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

6.4 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

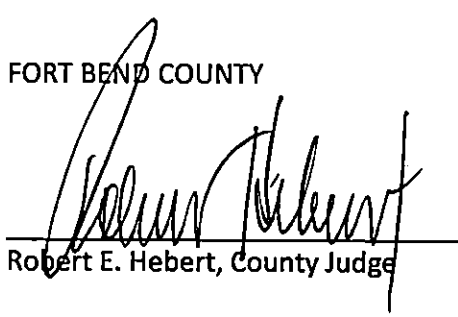
6.5 This Agreement cannot be assigned by either party.

6.6 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties. No provision of this Agreement constitutes consent to suit.

6.7 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2015.

FORT BEND COUNTY


Robert E. Hebert, County Judge

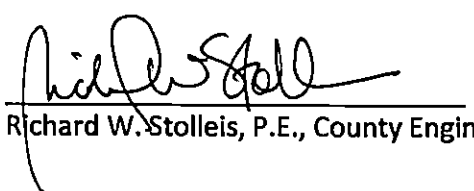
Date

July 7, 2015

ATTEST:


Laura Richard, County Clerk

APPROVED:


Richard W. Stolleis, P.E., County Engineer

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 57


Authorized Agent – Signature

Authorized Agent – Printed Name

Donald W. Abrahamson II

Title

President

Date

6/22/15



Upon recordation return to:
Clay Forister, FBC Engineering