

6.4 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.

6.5 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.

6.6 This Agreement cannot be assigned by either party.

6.7 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.

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

Section 7. Execution

This Agreement has been executed by the District and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, and remain in effect until (i.) September 30, 2022, (ii.) the Project is complete, (iii.) the Agreement is terminated otherwise as provided herein; and the obligation under subsection 3.6 of this Agreement is fulfilled, whichever is sooner.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

FORT BEND COUNTY, TEXAS

Robert E. Hebert, County Judge

Date: _____

ATTEST:

Laura Richard, County Clerk

APPROVED:

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

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

ATTACHMENT:

Exhibit A – Description of Project

FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 34,
OF FORT BEND COUNTY, TEXAS



Billy Haehnel, President

Date: April 24, 2018

ATTEST:



Secretary

EXHIBIT A

