

**INTERLOCAL GOVERNMENTAL AGREEMENT  
FOR ROAD FACILITIES BY AND BETWEEN  
RENN ROAD MUNICIPAL UTILITY DISTRICT  
OF HARRIS AND FORT BEND COUNTIES, TEXAS AND  
COUNTY OF FORT BEND, TEXAS**

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This INTERLOCAL GOVERNMENTAL AGREEMENT FOR ROAD FACILITIES (the "Agreement") is entered into by and between RENN ROAD MUNICIPAL UTILITY DISTRICT OF HARRIS AND FORT BEND COUNTIES, TEXAS, a body politic and corporate and a political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended ("the District"), and the COUNTY OF FORT BEND, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court (the "County").

**RECITALS**

The County intends to fund and construct a sidewalk along Sugarland-Howell Road, as shown on Exhibit A attached hereto (the "Project"). The Project requires the removal of a fence owned by the District, located in the area labeled "Existing District Fence" on Exhibit A attached hereto (the "Existing District Fence").

The District has agreed to remove the Existing District Fence and replace it in the area labeled "Future District Fence" on Exhibit A attached hereto (the "Future District Fence") (the Existing District Fence and the Future District Fence are referred to collectively herein as the "District Fence"), subject to reimbursement by the County to the District of the cost of such removal and replacement of the District Fence.

The Commissioners Court of the County finds that the Project contemplated in this Agreement serves a County purpose, and the removal and replacement of the District Fence is a necessary part of the Project.

The governing bodies of the County and the District have authorized this Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the District and the County agree as follows:

1. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

2. No later than 4/30/2021, the District will remove the Existing District Fence and replace it with the Future District Fence, to be constructed with 150 linear feet of chain link fence that is 7 feet in height as more particular described on the quote attached hereto as Exhibit B.

3. Within 60 days after the District notifies the County in writing that the Existing District Fence has been removed and the Future District Fence has been completed and accepted by the Board of Directors of the District, the County shall reimburse the District for the cost of such removal and replacement of the District Fence in the amount of \$8,884.00.

4. The District shall maintain all records required to be maintained in connection with the removal and replacement of the District Fence, and shall provide the County with copies of such records within 30 days of receipt of a written request from the County.

5. No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

6. The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

7. All notices and communications under this Agreement shall be mailed by certified mail, return receipt request, or delivered to the following addresses:

If to Fort Bend County:  
Fort Bend County  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

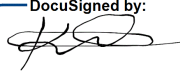
With a copy to:  
Fort Bend County  
Attn: County Judge  
401 Jackson  
Richmond, Texas 77469

If to the District:  
Renn Road Municipal Utility District  
Attn: Katie Sherborne  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
E-mail: ksherborne@abhr.com

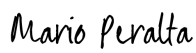
8. This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

EXECUTED in multiple counterparts as of the 1st day of February 2021.

RENN ROAD MUNICIPAL UTILITY  
DISTRICT OF HARRIS AND FORT BEND  
COUNTIES, TEXAS

DocuSigned by:  
  
By: 6F7F0A52CDD4471...  
Vice President, Board of Directors

ATTEST:

DocuSigned by:  
  
By: A17415CEA7B2423...  
Secretary, Board of Directors

FORT BEND COUNTY, TEXAS

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KP George, Fort Bend County Judge

ATTEST:

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Laura Richard, Fort Bend County Clerk

# EXHIBIT A



# EXHIBIT B



Customer: VanDeWiele & Vogler Inc  
Project: Sugarland Howell Trail Connection  
Date: 9-2-2020

**Foster Fence will provide and install the following:**

- Demo and maintain security for 205 linear feet of fence and gates.
- 150 linear feet of 7' over all chain link fence to match existing.
- Three new 3" terminal posts braced and trussed.
- Two 6 5/8" gate posts braced and trussed.
- One 25' dual swing gate.
- Mobilization to and from jobsite, supervision, and management required for complete installation.

**Total- \$8,884.00**

*(This Quote Does Not Include Tax)*

Note: Unless specifically stated otherwise, this proposal excludes the following: fence demo, land clearing, tree removal, access controls, electrical service, fence grounding, permitting, engineered drawings, hand digging, core drilling, hydro excavation, probing, 30 hour OSHA, OQ training and contractor licensing except in Louisiana.

**Foster Fence is a member of ISNetworld, PICS, and the Houston Area Safety Council**

**Estimator: Parker Brown**

[pbrown@fosterfence.com](mailto:pbrown@fosterfence.com)

**CONTRACT CONDITIONS**

MORE OR LESS MATERIAL OTHER THAN THE AMOUNT CONTRACTED FOR WILL BE DEBITED OR CREDITED AT CURRENT RATE. ACCEPTANCE - THE ABOVE PROPOSAL WHEN ACCEPTED BY THE COMPANY, AT IT'S MAIN OFFICE, BECOMES A CONTRACT BETWEEN TWO PARTIES AND IS NOT SUBJECT TO CANCELLATION. SILENCE ON THE PART OF THE COMPANY SHALL NOT BE CONSTRUED AS ACCEPTANCE OF THIS PROPOSAL. IN CASE PAYMENT IS NOT MADE AS SPECIFIED IN (TERMS OF PAYMENTS) THE PROPERTY OWNER EXPRESSLY GIVES THE COMPANY OR ITS ASIGNEE THE RIGHT TO COME ON THE PROPERTY TO REPOSSESS ALL MATERIAL USED ON THIS JOB WITHOUT RECOURSE, AND THE PROPERTY OWNER FURTHER AGREES TO ACCEPT ALL RESPONSIBILITY FOR ANY DAMAGE CAUSED BY THIS REPOSSESSION. PROPERTY OWNER IS SOLELY RESPONSIBLE FOR LOCATING, STAKING, AND CLEARING FENCE LINES. PURCHASER ALSO AGREES THAT THE COMPANY WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY DAMAGE OF ANY NATURE TO UNDERGROUND OBSTRUCTION, AND UNDERSTANDS THERE IS NO WARRANTY ON WOOD FENCE MATERIALS. NOTICE - IF CONTRACT IS CHANGED AFTER THE ERECTION CREW DELIVERS MATERIAL THERE WILL BE A \$100.00 PER HOUR CHARGE FOR LOST TIME

CUSTOMER SIGNATURE

DATE