

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR
CONSTRUCTION OF ROADWAY PROJECT
(Waters Lake Boulevard Extension)**

This Interlocal Agreement for Construction of Roadway Project - Waters Lake Boulevard Extension (this "Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between Sienna Municipal Utility District No. 5, a conservation and reclamation district operating under the authority of Article 16, Sec. 59, Texas Constitution, Chapters 49 and 54, Texas Water Code and Chapter 8321, Texas Special District Local Laws Code, acting by and through its Board of Directors (the "District"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court (the "County"). The District and the County may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Waters Lake Boulevard is a public road classified as a major thoroughfare; and

WHEREAS, pursuant to Chapter 49 of the Texas Water Code, the District has the authority to finance, develop, and maintain roadway facilities for the people in the District; and

WHEREAS, the County has the authority to construct and maintain public roads under Chapter 251 of the Texas Transportation Code; and

WHEREAS, the Parties desire to construct portions of Waters Lake Boulevard from Crescent Spring Drive to the southern boundary of the levee ("Sienna Levee") owned and operated by Sienna Parks and Levee Improvement District (the "SPLID") and related intersections at Heritage Park Drive and Crescent Spring Drive as shown on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Project"); and

WHEREAS, the District has financed and constructed Waters Lake Boulevard from Heritage Park Drive to Crescent Spring Drive, with such construction having occurred contemporaneously with the subdivision plat approval and development of the adjacent subdivision sections; and

WHEREAS, the District has financed and constructed single-lane roundabouts at the intersections of Waters Lake Boulevard at Crescent Spring Drive and Waters Lake Boulevard at Heritage Park Drive; and

WHEREAS, the Commissioners Court of the County finds that the Project serves a County purpose; and

WHEREAS, the Parties believe it is in their respective best interests to enter into this Agreement to facilitate the provision of certain governmental functions to the citizens of the County and the District, and agree to participate in the Project according to the terms of this Agreement; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

AGREEMENT

Section 1. Purpose; the Project.

The purpose of this Agreement is to outline the respective obligations of the Parties regarding the dedication of related right of way and construction of the Project as shown on Exhibit "A". The Project includes the following:

- a. Extension of Waters Lake Boulevard from Crescent Spring Drive to the southern boundary of the Sienna Levee property line, as shown on Exhibit "A" (herein referred to as the "District Project"); and
- b. Extension of Waters Lake Boulevard from the southern boundary of the Sienna Levee property line, as shown on Exhibit "A" to Miller Road and expansion of roundabouts to two-lanes at Heritage Park Drive intersection and Crescent Spring Drive intersection (the "County Project").

Construction of the District Project is contingent upon County obtaining environmental permits as described in Section 4 below. Construction and timing of the County Project is at the sole discretion of the County.

Section 2. Incorporation of Recitals

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

Section 3. District Obligations

A. Right of Way. The District owns or will own the right of way for the District Project. Upon the County obtaining environmental permitting to construct the Project, the District will use best efforts to obtain necessary right of way from SPLID over the Sienna Levee, as shown on Exhibit "A," subject to the SPLID's road crossing restrictions. The District is not obligated to fund right of way costs for the Project, if any.

B. Construction of the Project. Subject the County obtaining the necessary right of way through the mitigation bank property located between the southern boundary of the Sienna Levee property line and Miller Road (as shown on Exhibit "A") and subject to obtaining necessary right of way from SPLID, the District shall fund and construct the District Project.

C. Financing of the Project. The District may fund the District Project either through a developer advance or through issuance of District bonds. In the event that the District funds such construction directly through road bonds, the District will use its best efforts (and when deemed economically feasible by the District's financial advisor) to issue road bonds in a such manner to ensure timely construction of the District Project. Upon completion of construction and certification of completion from the District and County engineers, the District will convey the District Project to the County for operation and maintenance.

Section 4. County Obligations

The County agrees to perform the following:

A. The County will be responsible for obtaining all environmental permits in connection with the construction of Waters Lake Boulevard from the southern boundary of the Sienna Levee property line to Miller Road, as shown on "Exhibit A."

B. Present the street dedication plats and adjacent subdivision plats for the development of land included in Exhibit "A", which meet the requirements of the County's Regulation of Subdivisions, to the County's Commissioners Court for approval.

C. Construct and fund Waters Lake Boulevard from the Sienna Levee to Miller Road as shown on Exhibit "A". The County is responsible for obtaining right of way, if any, to extend Waters Lake Boulevard between the southern boundary of the Sienna Levee property line and Miller Road, as shown on Exhibit "A".

D. Construct and fund the expansion of the roundabouts at Crescent Spring Drive and Waters Lake Boulevard at Heritage Park Drive to two-lane roundabouts at the sole discretion of the County.

Section 5. Liability

The District and County are entitled to the immunities and defenses of the Texas Tort Claims Act.

Section 6. Maintenance

The District shall be responsible for maintaining the District Project until such time it is presented for, and accepted by the County into its maintenance system.

Section 7. Period of the Agreement and Termination

This Agreement becomes effective on the date signed by the last Party (the "Effective Date") and shall remain in effect until May 1, 2043, or completion of the Project (whichever is earlier) (the "Initial Term"). If the completion of the Project has not yet occurred on or before the expiration of the Initial Term, either Party may renew this Agreement for an additional ten (10) years (a "Renewal Term") upon sixty (60) days' written notice of such renewal to other Party prior to the expiration of the Initial Term. Thereafter, this Agreement may be renewed for successive ten (10) year periods (each a "Renewal Term") upon the renewing Party providing sixty (60) days' written notice of such renewal to the other Party prior to the expiration of the then-Renewal Term. Notwithstanding any of the foregoing, upon completion of the Project, this Agreement shall terminate, and all rights hereunder shall cease.

Section 8. Alternative Dispute Resolution

Pursuant to Texas Government Code § 791.015 and Texas Government Code Chapter 2009, in the event of a dispute over the terms and conditions of this Agreement or the Parties' rights, duties, and performance under this Agreement, the Parties agree to submit such dispute to alternative dispute resolution procedures set forth in Texas Civil Practice and Remedies Code Chapter 154.

Section 9. Public Information

This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

Section 10. No Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

Section 11. No Indemnification by District or County

The Parties expressly acknowledge that the District's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the District or the County is invalid. Nothing in this Agreement requires that either the District or County incur debt, assess or collect funds, or create a sinking fund.

Section 12. Sovereign Immunity Acknowledged and Retained

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE DISTRICT AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

Section 13. Insurance Requirements

The Parties agrees that it will require its construction contractor's insurance policies name both Parties as additional insureds on all policies except for Workers' Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

Section 14. Assignment

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.

Section 15. No Third-Party Beneficiaries

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

Section 16. Notices

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

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 Street, 1st Floor
Richmond, Texas 77469

District: Sienna Municipal Utility District No. 5
Attn: Annette Stephens
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

With a copy to: Sienna Municipal Utility District No. 5
Attn: Chad Hablinski
2107 CityWest Boulevard, Third Floor
Houston, Texas 77042

Section 17. Entire Agreement

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.

Section 18. Execution

This Agreement has been executed by the District and the County upon and by the authority of their respective governing bodies.

[EXECUTION PAGES FOLLOW]

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date: _____

ATTEST:

Laura Richard, County Clerk

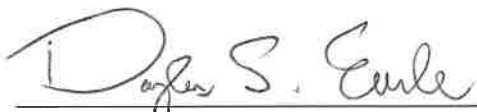
**SIENNA MUNICIPAL UTILITY
DISTRICT NO. 5**



Joe Price, Board President

Date: Nov. 06, 2013

ATTEST:



Douglas S. Earle, District Secretary

EXHIBIT A



LEGEND

- Responsibility of Sienna MUD 5
- Responsibility of Fort Bend County

MATCH LINE (SEE NEXT SHEET)

1 of 2

WATERS LAKE
BLVD. EXHIBIT
SCALE 1"=100'



- 2 of 2
WATERS LAKE
BLVD. EXHIBIT
SCALE: 1"=200'

LJA Engineering, Inc.
1104 W. Grand Parkway East
Suite 100
Katy, Texas 77449
Phone 713 953 5200
Fax 713 953 5026
E-MAIL: info@lja.com




LEGEND

-  Responsibility of Sienna MUD 5
-  Responsibility of Fort Bend County

MATCH LINE (SEE NEXT SHEET)

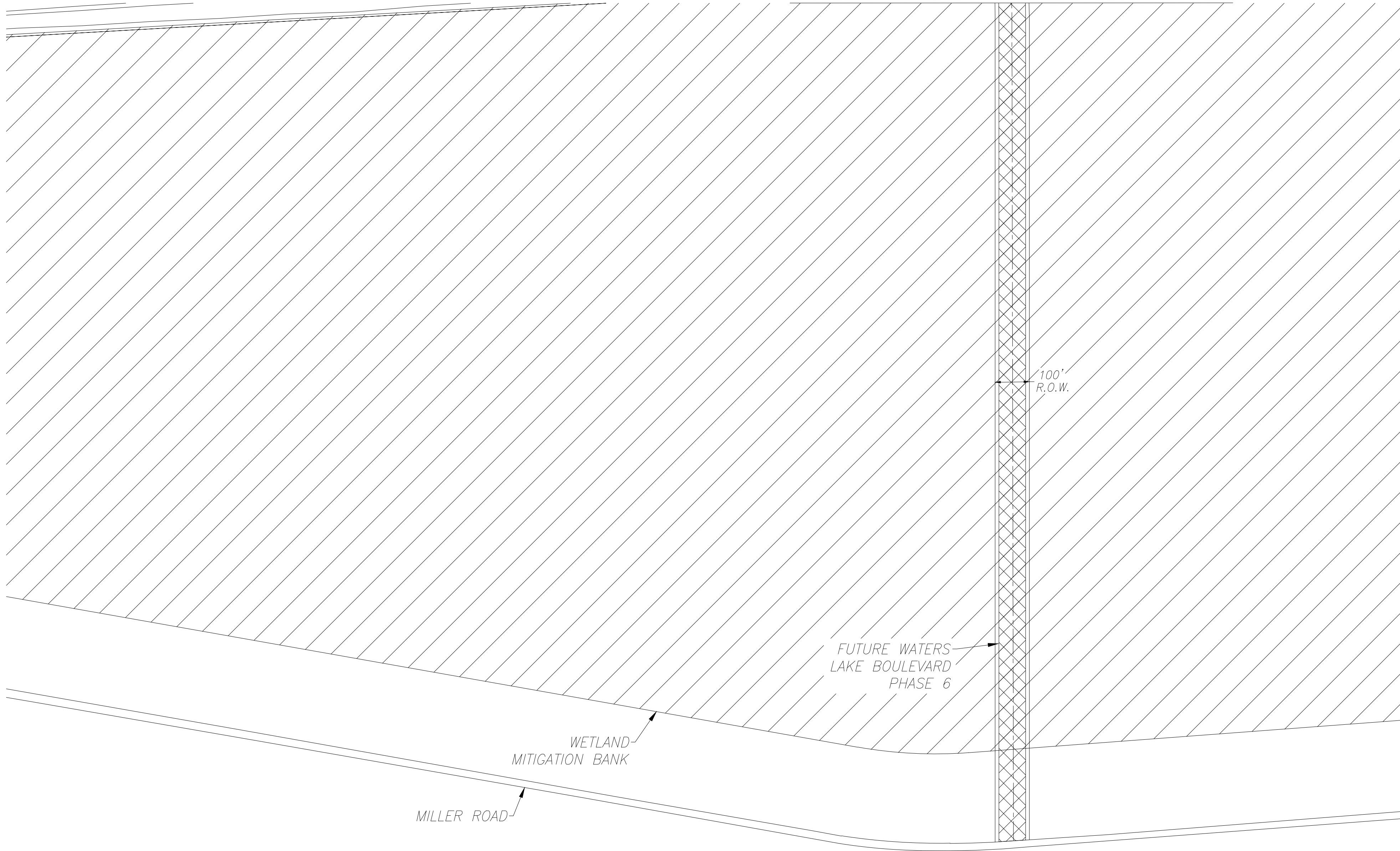
1 of 2
WATERS LAKE
BLVD. EXHIBIT
SCALE: 1"=100'

LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449

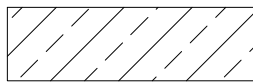
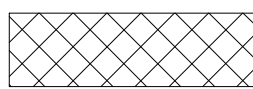

Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386



MATCH LINE (SEE PREVIOUS SHEET)



LEGEND

-  Responsibility of Sienna MUD 5
-  Responsibility of Fort Bend County

2 of 2
WATERS LAKE
BLVD. EXHIBIT
SCALE: 1"=200'