

STATE OF TEXAS

COUNTY OF FORT BEND

§  
§  
§

## INTERLOCAL AGREEMENT

This Agreement, by and between the Fort Bend County, Texas ("County"), a body corporate and politic, acting by and through the Fort Bend County Commissioners Court, and the Willow Fork Drainage District, of Fort Bend and Harris Counties ("Willow Fork"), a body corporate and politic, acting by and through its Board of Directors, each of whom is a Party hereto and who are collectively referred to herein as the Parties.

1. **Recitals** Whereas, Fort Bend County is the Lessee under an outgrant from the United States Army Corp of Engineers ("USACE") for "Public Park and Recreational Purposes" within the Barker Reservoir. The original Outgrant (DACW64-1-87-34) was granted on December 1, 1987 and renewed June 9, 2009 extending the outgrant through November 30, 2037 (the "Outgrant"). The Outgrant included the entire area of the Barker Reservoir that is within Fort Bend County (the "Property") as shown in Exhibit "A" and Exhibit "B".

WHEREAS, Willow Fork proposes the construction of a hike and bike trail, and associated improvements as shown on Exhibit D, ("Trail"), on the Property as part of the development of its District-wide Park Plan and as shown on Exhibit C. The Trail would be located within land owned by the USACE and included in the County's Outgrant and the County expressly desires to permit Willow Fork to construct the Trail as its agent under the Outgrant for the purposes of accomplishing the intent of this Agreement.

WHEREAS, it is County's desire to protect the Property, pursuant to the terms of the Outgrant, and its ability to maintain the drainage facilities located thereon.

WHEREAS, Willow Fork desires to provide County with certain assurances regarding the Property.

WHEREAS, Chapter 791, Texas Government Code, known as the Interlocal Cooperation Act, authorizes local governments to contract with other local governments and agencies of the State in accordance with its provisions.

WHEREAS, the Parties to the Agreement are all local governments and/or agencies of the State within the meaning of Interlocal Cooperation Act.

**NOW THEREFORE**, it is mutually agreed by, between and among the Parties as follows:

2. **Definitions** As used in this Agreement, the following terms shall have the meanings set out below. All other terms not expressly defined in this Agreement shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter or art.
  - 2.1 Agreement means this agreement.
  - 2.2 County means Fort Bend County, Texas.
  - 2.3 Drainage District means the Fort Bend County Drainage District.
  - 2.4 Park Plan means the District-wide plan for parks, including the Trail, attached hereto and incorporated herein for all purposes as Exhibit "C".
  - 2.5 Trail means the hike and bike trail, including all associated parks, lighting, landscape, benches, signage, gates, exercise equipment, and all related equipment, to be developed by Willow Fork as part of its Park Plan. The specific project area is shown on Exhibit "D" and consistent with any and all applicable terms and conditions of the Outgrant.
  - 2.6 Willow Fork means Willow Fork Drainage District.
3. **Effective Date** This Agreement is subject to the provisions of the Outgrant and will not be effective until the date it is approved by the USACE Galveston District Engineer (the "Effective Date").
4. **Construction and Maintenance of the Trail**
  - 4.1 Willow Fork will design, construct, and maintain the Trail at its expense. Willow Fork further agrees that it shall be responsible for the proper maintenance of the Trail in an efficient and workmanlike manner.
  - 4.2 Prior to the construction and installation of the trail or any related improvements, Willow Fork shall submit to County and to the USACE Galveston District Engineer for review and approval a summary of the proposed improvements to be constructed on the Property. Such submission shall include design plans, diagrams, specifications showing the location of said improvements, the manner of construction, the materials to be used therein, and any other information required to be submitted by USACE and County. Willow Fork shall also obtain the necessary and requisite permits for any work performed on the Property. No such construction or installation of the Trail or any related improvements shall proceed without the express written approval of USACE and County.

- 4.3 Further, Willow Fork will provide County with its general schedule of regular maintenance.
- 4.4 Subject to the approvals required under this Agreement, County authorizes Willow Fork to construct, maintain and operate the Trail, open to the public, on the Property and authorizes Willow Fork, upon prior review and written approval by County, to adopt and enforce rules and regulations concerning its use specifically including rules and regulations to prohibit interference with the maintenance and construction of drainage facilities.
- 4.5 Willow Fork hereby agrees that it is solely responsible for the construction, installation, and maintenance of the Trail. In the event Willow Fork fails to properly maintain the Trail as provided in this Agreement, then County, upon ten (10) calendar days notice to Willow Fork, may perform any maintenance it deems necessary for the Trail, and Willow Fork shall promptly reimburse County for costs expended on such maintenance.
- 4.6 Nothing in this Agreement affects either party's rights and responsibilities for the operation and maintenance of the drainage facilities on the Property.

## **5. Insurance and Liability**

- 5.1 Prior to the commencement of any construction of the Trail, Willow Fork shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Willow Fork shall provide certified copies of insurance endorsements and/or policies if requested by County. Willow Fork shall maintain such insurance coverage throughout the term of this Agreement and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to the termination of this Agreement. Willow Fork shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by

disease, and \$1,000,000 per bodily injury by disease.

- Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

- 5.2 Fort Bend County, Texas, the members of Commissioners Court, and the Fort Bend County Drainage District shall be named as additional insureds to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Willow Fork shall contain a waiver of subrogation in favor of County, members of Commissioners Court, and the Fort Bend County Drainage District. For Commercial General Liability, the County and the Fort Bend County Drainage District shall be named as an additional insureds on a Primary & Non-Contributory basis.
- 5.3 If required coverage is written on a claims-made basis, Willow Fork warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
- 5.4 Willow Fork shall further require its contractors and subcontractors to acquire and maintain insurance coverage as provided above and to name Fort Bend County, Texas, the members of Commissioners Court, and the Fort Bend County Drainage District as additional insureds on all policies except for Worker's Compensation.
- 5.5 Neither County nor the Drainage District shall be liable to Willow Fork for any damage to the Trail caused by County's and/or Drainage District's reasonable maintenance and operations.
- 5.6 **WILLOW FORK COVENANTS NOT TO SUE AND AGREES TO RELEASE COUNTY AND ITS OFFICIALS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, AND INVITEES FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS DEMANDS, AND CAUSES OF ACTION OF EVERY CHARACTER AND KIND RESULTING FROM**

PERSONAL INJURY, ILLNESS, OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE ACTIONS OR INACTIONS OF WILLOW FORK, ITS EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVE, LICENSEES, OR INVITEES IN SECURING, EXERCISING, OR "IN ANY MANNER PERFORMING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE COVENANT NOT TO SUE AND AGREEMENT TO RELEASE PROVIDED FOR IN THIS ARTICLE IS EXTENDED BY WILLOW FORK TO THE COUNTY ALSO RELEASE FROM THE CONSEQUENCES OF THE DISTRICT'S OWN NEGLIGENCE AS SUCH NEGLIGENCE MAY RELATE TO WILLOW FORK'S USE OF THE PROPERTY. THIS COVENANT NOT TO SUE AND AGREEMENT TO RELEASE RELATED TO WILLOW FORK'S USE OF THE PROPERTY SHALL APPLY EVEN THOUGH ANY DAMAGE, INJURY, SICKNESS, OR DEATH IS CAUSED IN WHOLE OR IN PART BY ANY DEFECT IN OR CONDITION OF ANY REAL OR PERSONAL PROPERTY, AREA, FACILITIES EQUIPMENT, TOOLS, OR OTHER ITEMS WHICH MAY BE PROVIDED BY FORT BEND, WHETHER OR NOT SUCH DEFECT OR CONDITION WAS KNOWN OR SHOULD HAVE BEEN KNOWN BY THE COUNTY. THE COVENANT NOT TO SUE AND AGREEMENT TO RELEASE PROVIDED HEREIN SHALL NOT BE CONSTRUED IN ANY WAY TO LIMIT INSURANCE COVERAGES PROVIDED BY WILLOW FORK FOR THE COUNTY PURSUANT TO THE TERMS OF THIS AGREEMENT, WHICH INSURANCE REQUIREMENTS ARE INDEPENDENT FROM AND IN ADDITION TO SUCH COVENANT NOT TO SUE AND AGREEMENT TO RELEASE.

6. **Term** That the term of this Agreement shall be until the earlier of (i) for the useful life of the Trail or (ii) 25 years from the Effective Date of this Agreement.
7. **Notice** Any notice required under this Agreement shall be in writing and shall be hand delivered or sent by first class mail to the intended party's address of record. Notice shall be deemed to have been given when received, or if mailed, within three (3) days after it is deposited in the United States mail, postage paid.

The address of record shall be:

If to Fort Bend County:

Fort Bend County Judge  
401 Jackson St., 1<sup>st</sup> Floor  
Richmond, Texas 77469

With a copy to:

Fort Bend County Drainage District  
PO Box 1028  
Rosenberg, Texas 77471  
Attn: District Engineer

If to Willow Fork Drainage District:

Board of Directors  
Willow Fork Drainage District:  
c/o Allen Boone Humphries Robinson LLP 3200  
Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Katie Carner

Either party may amend its respective address upon written notice to the other.

8. **Force Majeure** If by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure," as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, laws, rules, or orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, equipment, pipelines or canals, or any other causes not reasonably within the control of the party claiming such inability.

9. **Removal or Replacement** In the event County decides to expand, redesign, or alter its facilities within the Property and the Trail will interfere or impede such expansion or alteration then Willow Fork will, after notification of the expansion or alteration by County, promptly remove the relevant portion of the Trail or relocate such portion to a location mutually agreeable between County and Willow Fork.

If the Trail shall ever be permanently closed or abandoned, Willow Fork shall remove it entirely and restore, as close as possible the Property to its previous condition.

10. **No Waiver** County's execution of this Agreement does not constitute and shall not be deemed to be a waiver of any of the rights under its 1979 Warranty Deed.
11. **No Waiver of Immunity** Neither the execution of this Agreement nor any other conduct of either party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
12. **Appropriation of Funds** Willow Fork represents and warrants to County that, as of the Effective Date of this Agreement, the governing body of Willow Fork has identified, appropriated, and set aside sufficient monies to fund the costs of the construction and maintenance of the Trail pursuant to the terms of this Agreement.
13. **Applicable Law and Venue** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
14. **Assignment** Neither party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.
15. **Severability** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

{Execution Page Follows}

IN WITNESS HEREOF, Willow Fork and County make and execute this Agreement in duplicate copies, each of which is an original, to be effective as specified herein.

**Willow Fork Drainage District**

  
\_\_\_\_\_  
President, Board of Directors

6/4/24  
Date

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors

6/4/24  
Date

**Fort Bend County, Texas**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date


ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

APPROVED:

**Fort Bend County Drainage District**

  
\_\_\_\_\_  
Mark Vogler, P.E., Chief Engineer

6/6/24  
Date



#### **ATTACHMENTS:**

- Exhibit A:** Original Outgrant, (December 1, 1987)
- Exhibit B:** Updated Outgrant, (June 9, 2009)
- Exhibit C:** Park Plan
- Exhibit D:** Project Area
- Exhibit E:** USACE Galveston District Approval of Agreement

## Exhibit A

DEPARTMENT OF THE ARMY  
LEASE DACW64-1-87-34  
FOR  
PUBLIC PARK AND RECREATIONAL PURPOSES  
BUFFALO BAYOU AND TRIBUTARIES PROJECT  
BARKER DAM, TEXAS

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (16 U.S.C. 460d), hereby grants to Fort Bend County, Texas, a lease for a period of twenty-five (25) years commencing on 1 December 1987, and ending on 30 November 2012 to use and occupy approximately 1,961 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Barker Dam Project Area, hereinafter referred to as the premises as shown on attached Exhibit A, for public park and recreational purposes. Leased area is further described in Exhibit B.

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such regulations as the Secretary of the Army may issue to govern the public use of the project area and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the premises from fire, vandalism, and soil erosion, and may make and enforce such regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with provisions of the above cited Act of Congress.

2. The lessee shall administer and maintain the premises in accordance with the U. S. Army Engineers' Master Plan and the implementing General Development Plan for the premises and with an Annual Management Program to be mutually agreed upon between the lessee and the U. S. Army District Engineer in charge of the administration of the project, which may be amended from time to time as may be necessary. Such Annual Management Program shall include, but is not limited to, the following:

a. Plans for management activities to be undertaken by the lessee or jointly by the U. S. Army Engineers and the lessee, including improvements and other facilities to be constructed thereon.

b. Budget of the lessee for carrying out the management activities.

c. Personnel to be used in the management of the area.

3. The lessee shall provide the facilities and services necessary to meet the public demand either directly or through concession agreements with third parties. All such agreements shall state that they are granted subject to the provisions of this lease and that the concession agreement will not be effective until approved by the District Engineer.

4. Admission, entrance or user fees may be charged by the lessee for the entrance to or use of the premises or any facilities constructed thereon, PROVIDED, prior written approval of the District Engineer is obtained.

5. The rates and prices charged by the Lessee or its sub-lessees shall be reasonable and comparable to rates charged for similar goods and services by others in the community. The District Engineer shall have the right to review such rates and prices and require an increase or reduction where it is determined that the objective of this paragraph has been violated. The Lessee shall keep such rates and prices posted at all times in an appropriate and conspicuous place on the leased premises. The District Engineer may require submission of a schedule of the rates and prices at any time.

6. All monies received by the lessee from operations conducted on the premises, including, but not limited to, entrance and admission fees and user fees and rental or other consideration received from its concessionaires, may be utilized by the lessee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized, or programmed for utilization within a reasonable time, shall be paid to the District Engineer at the end of each 5-year period. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the lessee. The District Engineer shall have the right to perform audits of the lessee's records and accounts; and to require the lessee to audit the records and accounts of third party concessionaires, and furnish the District Engineer a copy of the results of such an audit.

7. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Engineer. Further, the lessee shall not discharge waste or effluent from the premises in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

8. Any property of the United States damaged or destroyed by the lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the lessee to the satisfaction of the District Engineer.

9. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees or others who may be on the premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities, and the lessee shall hold the United States harmless from any and all such claims.

10. That at the time of the commencement of this lease, the lessee will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$500,000 per person in any one claim, and an aggregate limit of \$1,000,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$100,000 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the lessee under the terms of this lease.

11. This lease may be relinquished by the lessee at any time by giving to the Secretary of the Army, through the District Engineer, at least 30 days' notice in writing.

12. On or before the date of expiration of this lease or its relinquishment by the lessee, the lessee shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the lessee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

13. The lessee or its concessionaires shall not discriminate against any person or persons because of race, creed, color or

national origin in the conduct of its operations hereunder. The grantee furnishes as part of this contract an assurance (Exhibit C) that he will comply with Title VI of the Civil Rights Act of 1964 (78 Stat.241) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

14. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to County Commissioner, Precinct Three, Fort Bend County, 1809 Eldridge, Sugar Land, Texas 77478 if to the Government, to the Commander, U. S. Army Engineer District, Galveston, ATTN: Real Estate Division, P. O. Box 1229, Galveston, Texas 77553-1229 or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid in a post office or branch post office regularly maintained by the United States Government.

15. The lessee shall at all times be responsible for the maintenance of order on the leased area and shall furnish peace officers as necessary for the protection of the area and the public.

16. No permits, licenses, or subleases will be granted to adjacent private property owners for use, alteration, improvement, addition of facilities, or any other purposes which would confer upon them privileges not available to the general public, or which would infer or imply exclusive private use of public lands.

17. The leased premises are subject to prior and outstanding grazing and/or agricultural leases. These leases shall remain in force and effect for the remainder of their terms unless and until Fort Bend County demonstrates to the satisfaction of the District Engineer, Galveston District, U. S. Army Corps of Engineers, that such continued use would be incompatible with the development of the leased premises. As such prior and outstanding leases expire, they shall be renewed by the District Engineer unless and until Fort Bend County demonstrates that such renewal is incompatible with the development of the leased premises.

18. No structures of any type for human habitation shall be permitted on the leased premises.

19. All timber and brush salvaged by the lessee, when in the way of construction, shall remain on reservoir lands to be used to return organic material to the soil, in a manner approved by

the District Engineer. Trees which are in the way of construction may be replanted at another site on the leased premises. Under no circumstances will trees be removed from Government lands.

20. No overnight camping will be permitted, unless the plan of development is later revised to provide for camping facilities and such revision is approved by the District Engineer. In this event, camping shall be permitted only in designated camping areas.

21. The lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of any alcoholic beverages on the leased premises, unless specifically authorized in writing by the District Engineer.

22. Specifically excepted from this lease are all portions of the Barker Dam embankment and land areas associated therewith. Lessee shall cooperate fully with the Government in preventing unauthorized activities on the dam embankment that is adjacent to the land area.

23. The right is reserved to the United States, its officers, agents and employees to enter upon the premises at any time to make inspections concerning the operation and maintenance of the lands and facilities provided hereunder, and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises occasionally, intermittently, or constantly, and/or to make any other use of the land as may be necessary in connection with the public navigation and flood control; and the lessee shall have no claim for damages of any character on account thereof against the United States or any officer, agent or employee thereof.

24. Inasmuch as all lands covered in this lease are for use by the general public and are located in identified flood hazard areas, lessee will comply with all applicable Federal, State or local floodplain regulations to reduce the risk of flood loss and to minimize the impact of floods on human safety, health and welfare. This may include the posting of signs at all entrances, on structures within the area, and at other appropriate places to provide conspicuous delineation of past and probable flood height information in order to enhance public awareness of and knowledge about flood hazards.

25. The United States reserves the right to place signs at each entrance or at any other location indicating that the property belongs to the United States of America and has been

provided for public park and recreation purposes by the United States Army Corps of Engineers. These signs are expected to prominently display the castle insignia of the Corps of Engineers.

26. Except as provided in condition 25, lessee shall place no signs nor permit third parties to place signs, with the exception of directional signs that identify street names or location of facilities. Specifically prohibited are signs making reference to county officials or officials of third party concessionaires, commercial advertising signs, or signs stating that the premises are private property.

27. This lease is subject to all existing easements, and to easements subsequently granted, for roadways, utilities, and for other purposes, located or to be located on the premises; provided that the proposed grant of any easement will be coordinated with the lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the lessee.

28. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of thirty (30) days after notice thereof in writing by the District Engineer. In lieu of revocation, the District Engineer, in his discretion, upon a finding that a violation constitutes a health or safety hazard, may immediately suspend the use of that operation or facility until such deficiency is rectified.

29. The title to oil, gas, and other minerals involving lands described in Exhibits A and B was neither acquired nor subordinated by the Government, and remains outstanding and is vested in others. Portions of the leased premises are presently devoted to mineral production, and Fort Bend County recognizes that the leased premises may be subject to the exploration for, development of, and production of minerals throughout the term of this lease and any extension thereof. This lease is therefore made subject to the dominant rights of mineral owners and mineral lessees to reasonable and prudent use of the surface of the leased premises, to the extent that such surface rights are provided by law to the mineral estate, in the course of the exploration, development, production and removal of minerals and all other uses incident thereto. In this regard, lessee agrees to be solely responsible for coordination with the mineral owners and/or their lessees of any and all activities and use of the land by Fort Bend County and its concessionaires. Fort Bend County agrees to pay any and all judgments against Fort Bend County or the United States by mineral owners and/or their

lessees arising out of or in any way incident to utilization of the leased premises by Fort Bend County or its concessionaires. The United States and Fort Bend County agree to cooperate with each other in the defense of any lawsuit instituted by mineral owners and/or their lessees. The United States agrees to notify Fort Bend County within a reasonable period of time of any suit filed against the United States where Fort Bend County may be liable under this paragraph but is not a party to that suit.

30. The lessee shall not remove or disturb, or cause to permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the lessee shall immediately notify the District Engineer, Galveston District, and the site and the material shall be protected by the lessee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Engineer.

31. The Corps of Engineers is responsible for conducting a survey of cultural resources within the leased area. In the event that eligible properties are discovered during the survey, during construction, or at any time after execution of this lease, the sites will be either avoided or mitigated. All costs of mitigation or avoidance will be paid by Fort Bend County. No construction will be approved or started until full compliance with all laws and regulations relating to protection of cultural resources is achieved.

32. Fort Bend County shall be responsible for all mosquito control and control of other pests on the leased premises and that the use of pesticides on the area covered under this lease shall be in accordance with all appropriate Federal, State or local laws, rules and regulations.

33. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the lessee shall obtain such permission as may be necessary on account of any other existing rights.

34. That the grantee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located.

35. That within the limits of their respective legal powers, the parties to this lease shall protect the project against



pollution of its water. The lessee shall comply promptly with any regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a state, interstate or local governmental water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, state, interstate, or local governmental authority are hereby made a condition of this lease.

IN WITNESS WHEREOF I have hereunto set my hand this 2<sup>nd</sup> of February 1988, by authority of the Secretary of the Army.





MICHAEL B. COTTRELL  
Chief, Real Estate Division  
Southwestern Division

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 19 day of October 1987

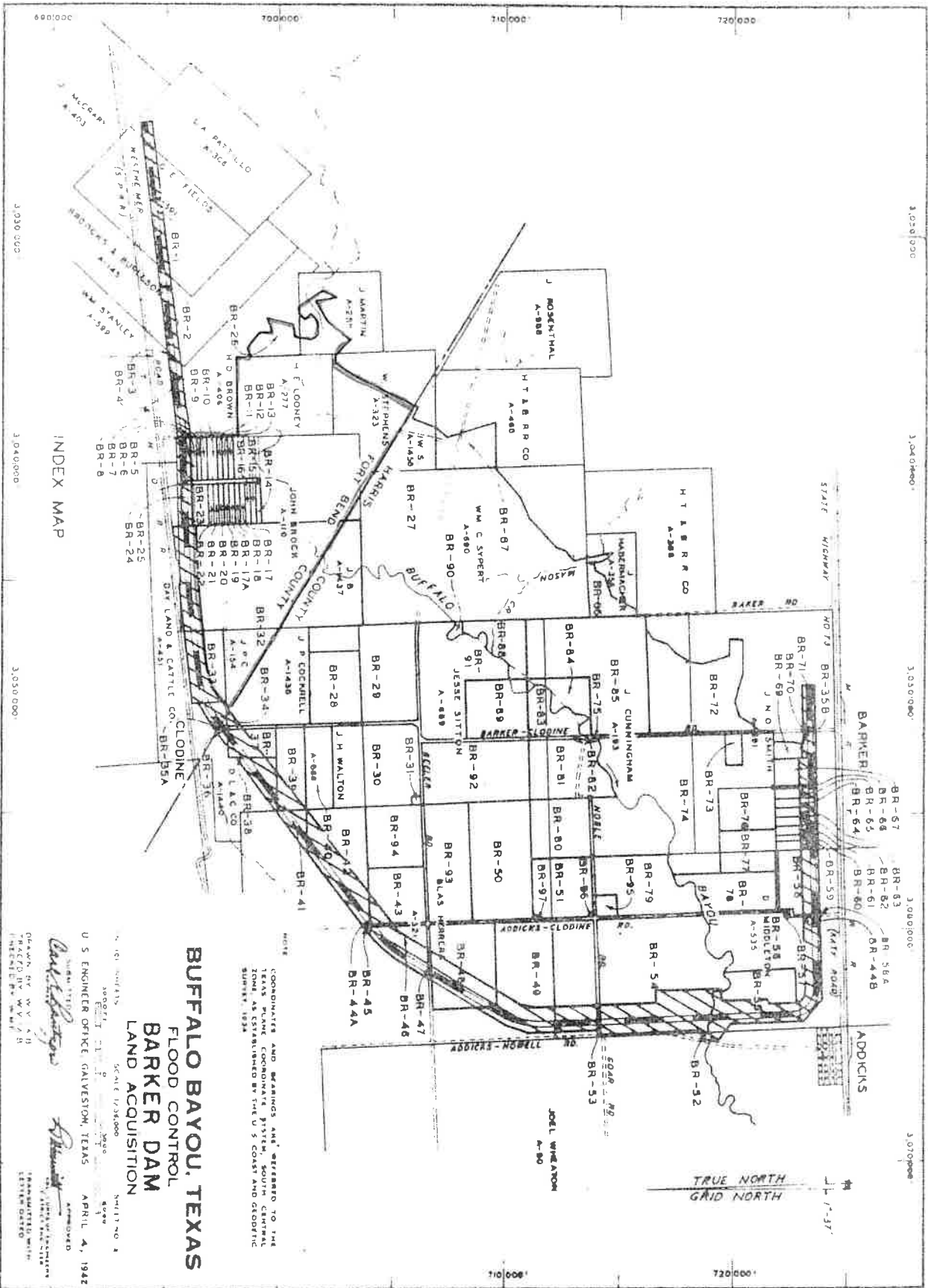
ATTEST:

FORT BEND COUNTY

  
County Clerk  
COUNTY JUDGE

WAR DEPARTMENT

CORPS OF ENGINEERS, U. S. ARMY



INDEX MAP

# **BUFFALO BAYOU, TEXAS**

**FLOOD CONTROL  
BARKER DAM  
LAND ACQUISITION**

U. S. ENGINEER OFFICE GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

DATE

BY

FOR

OF

THE

U. S. ARMY

ENGINEER OFFICE

GALVESTON, TEXAS

APRIL 4, 1942

SCALE 1:25,000

SHED NO. 1

APPROVED

MANUFACTURED WITH

LETTER-CASTING

EXHIBIT "B"  
TO  
LEASE NO. DACW64-1-87-34  
TO  
FORT BEND COUNTY, TEXAS  
FOR  
PUBLIC PARK & RECREATION PURPOSES

Being 1,961.0 acres of land owned in fee by the United States of America as part of the Barker Reservoir and located partly out of the W. Stephens Survey, Abstract 323; the John Martin Survey, Abstract 288; the H. D. Brown Survey, Abstract 406; the H. E. Looney Survey, Abstract 277; the John Brock Survey, Abstract 110; and the Day Land and Cattle Company Survey, Abstract 451, Fort Bend County, Texas. Said 1,961.0 acre parcel of land being further described as follows:

All that land belonging to the United States of America to the South of the common Fort Bend and Harris County line; bordered to the East by Barker-Clodine Road and extending southward to the fenced work area of the Barker Dam, more specifically including Barker Reservoir Tract Nos. BR-7; BR-8; BR-9; BR-10; BR-11; BR-12; BR-13; BR-14; BR-15; BR-16; BR-17; BR-17A; BR-18; BR-29; BR-20; BR-21; BR-22; BR-23; BR-26; BR-27(part); BR-32(part); and BR-33 (part), containing 1,961.0 acres, more or less.

PRODUCED AT GOVERNMENT EXPENSE

EXHIBIT B

ASSURANCE OF COMPLIANCE  
WITH THE  
DEPARTMENT OF DEFENSE DIRECTIVE UNDER TITLE VI  
OF THE  
CIVIL RIGHTS ACT OF 1964

FORT BEND COUNTY, TEXAS, HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Fort Bend County receives Federal financial assistance from the Department of the Army, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to Fort Bend County by the Department of the Army, assurance shall obligate Fort Bend County, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another

EXHIBIT C

purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate Fort Bend County for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate Fort Bend County for the period during which the Federal financial assistance is extended to it by the Department of the Army.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discount or other Federal financial assistance extended after the date hereof to Fort Bend County by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. Fort Bend County recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and arrangements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on Fort Bend County, its successors, transferees and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of Fort Bend County.

Executed on this 19 day of October 1987.

ATTEST:

Dianne Wilson  
County Clerk

FORT BEND COUNTY

BY:

James E. Starnes  
County Judge

## Exhibit B

SUPPLEMENTAL AGREEMENT NO. 1  
TO  
LEASE NO. DACW64-1-87-34

BUFFALO BAYOU AND TRIBUTARIES FLOOD CONTROL PROJECT, TEXAS  
BARKER DAM  
FORT BEND COUNTY, TEXAS

THIS SUPPLEMENTAL AGREEMENT NO. 1 to PUBLIC PARK AND RECREATION LEASE NO. DACW64-1-87-34 is made between the SECRETARY OF THE ARMY, party of the first part and hereinafter called the Government, and FORT BEND COUNTY, TEXAS, party of the second part and hereinafter called the Lessee.

WITNESSTH

WHEREAS, a lease was entered into for a twenty-five (25)-year term beginning 01 December 1987 and ending 30 November 2012 between the Government and Fort Bend County, Texas, for public park and recreation purposes on approximately 1,961 acres of land in Barker Reservoir, more particularly described in Exhibits A and B of the Lease Contract No. DACW64-1-87-34, and hereinafter referred to as the Original Lease; and

WHEREAS, the Lessee has requested that the Original Lease be extended for an additional twenty five (25) years, and the Government is willing; and

NOW THEREFORE, the parties hereto do hereby amend the Original Lease, in the following respect and in this only:

THAT the term of the Original Lease is extended, and in the granting clause, the words "ending 30 November 2012" are deleted and "ending 30 November 2037" substituted therefore.

It is understood that all other terms and conditions of the Original Lease shall remain in full force and effect. The effective date of this Supplemental Agreement No. 1 is the date of execution by the Government.

IN THE WITNESS WHEREOF, I have hereto set my hand by authority of the Secretary  
of the Army this 9<sup>th</sup> day of June 2009.



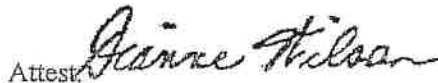
ORLANDO ROSAS  
Chief, Real Estate Division  
U.S. Army Engineer District  
Galveston, Texas

THIS SUPPLEMENTAL AGREEMENT NO. 1 is accepted and executed by the Lessee this  
2 day of June 2009.

FORT BEND COUNTY, TEXAS



By ROBERT ~~HEBERT~~ HEBERT  
County Judge



Attest DIANNE WILSON  
County Clerk



Lease No. DACW64-1-87-34

WAR DEPARTMENT

CORPS OF ENGINEERS, U. S. ARMY

INDEX MAP

BUFFALO BAYOU, TEXAS

FLOOD CONTROL  
BARKER DAM  
LAND ACQUISITION

U. S. ENGINEER OFFICE, CALVESTON, TEXAS

APRIL 4, 1945  
ENGINEER  
CALVESTON, TEXAS

HSC 4254

EXHIBIT A.

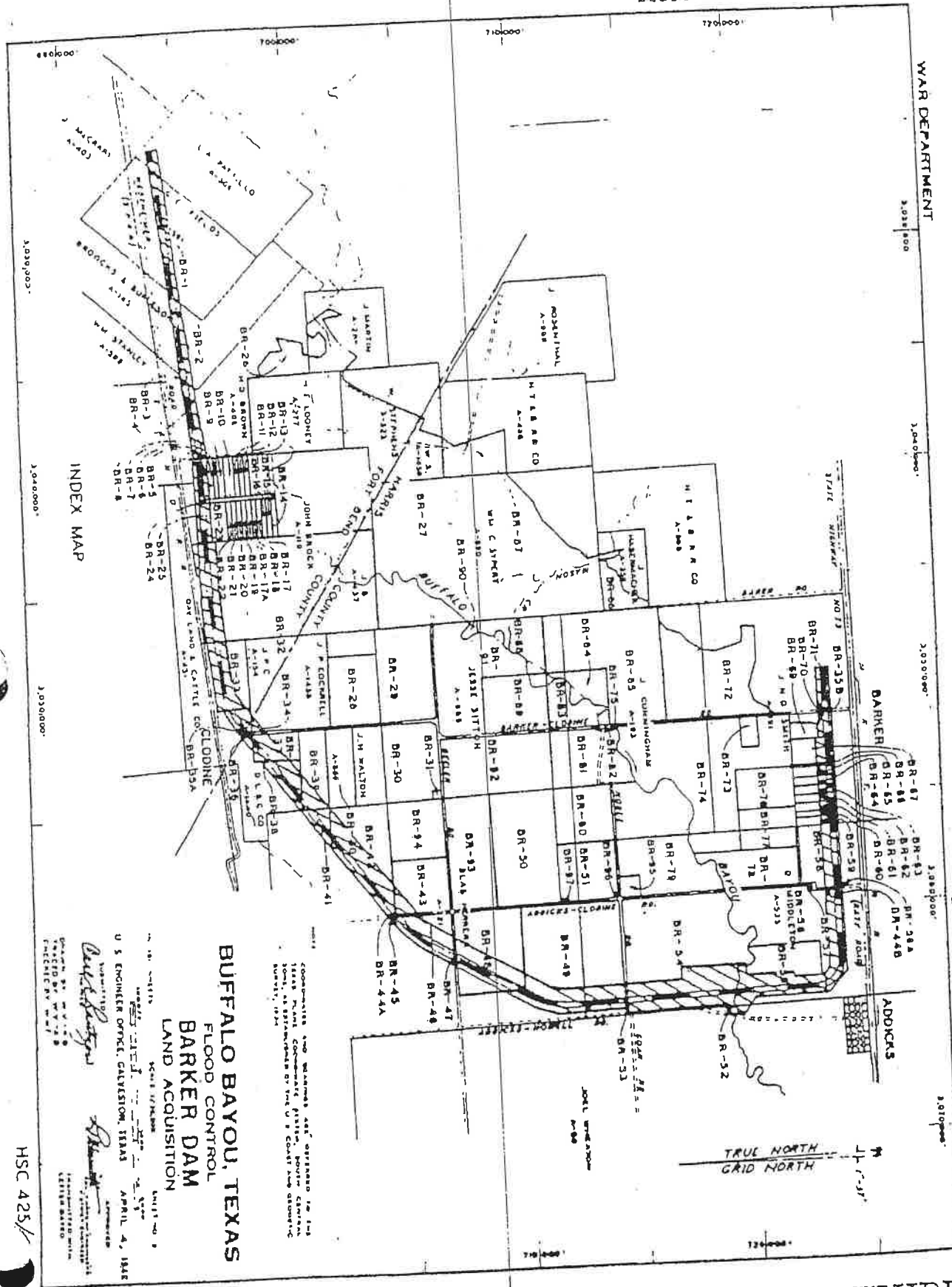




EXHIBIT "B"  
TO  
LEASE NO. DACW64-1-87-34  
TO  
FORT BEND COUNTY, TEXAS  
FOR  
PUBLIC PARK & RECREATION PURPOSES

Being 1,961.0 acres of land owned in fee by the United States of America as part of the Barker Reservoir and located partly out of the W. Stephens Survey, Abstract 323; the John Martin Survey, Abstract 288; the H. D. Brown Survey, Abstract 406; the H. E. Looney Survey, Abstract 277; the John Brock Survey, Abstract 110; and the Day Land and Cattle Company Survey, Abstract 451, Fort Bend County, Texas. Said 1,961.0 acre parcel of land being further described as follows:

All that land belonging to the United States of America to the South of the common Fort Bend and Harris County line; bordered to the East by Barker-Clodine Road and extending southward to the fenced work area of the Barker Dam, more specifically including Barker Reservoir Tract Nos. BR-7; BR-8; BR-9; BR-10; BR-11; BR-12; BR-13; BR-14; BR-15; BR-16; BR-17; BR-17A; BR-18; BR-29; BR-20; BR-21; BR-22; BR-23; BR-26; BR-27(part); BR-32(part); and BR-33 (part), containing 1,961.0 acres, more or less.

Lease		
Surveys		Abs
W. Stephens		323
John Martin		288
H. D. Brown		406
H. E. Looney		277
John Brock		110
Day Land & Cattle Co.		451

0110-00-000-0000-914

~~1864~~ / ~~1830~~  
221 / 287

EXHIBIT B



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
GALVESTON DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 1229  
GALVESTON, TEXAS 77553-1229

June 9, 2009

Real Estate Division

SUBJECT: Supplemental Agreement No. 1 to Park and Recreation Lease No.  
DACW64-1-87-34, Cinco Ranch Park, Fort Bend County, Buffalo Bayou and Tributaries  
Flood Control Project, Barker Dam, Texas

Mr. Michel Davis  
Director, Parks and Recreation Department  
Fort Bend County  
P.O. Box 509  
Fresno, Texas 77575

Dear Mr. Davis:

We are enclosing a fully executed copy of Supplemental Agreement No. 1 to Park  
and Recreation Lease No. DACW64-1-87-34 for your records.

Please contact Ms. Joy Smith of my staff at 409-766-3144 if you have any  
questions, or if we can be of further service to you. Just to keep you up-to-date, our  
reviewers are now looking at the construction plans you delivered recently to Ms. Smith.  
Thank you.

Sincerely,

Orlando Rosas  
Chief, Real Estate Division

Enclosure

DEPARTMENT OF THE ARMY  
LEASE DACW64-1-87-34  
FOR  
PUBLIC PARK AND RECREATIONAL PURPOSES  
BUFFALO BAYOU AND TRIBUTARIES PROJECT  
BARKER DAM, TEXAS

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (16 U.S.C. 460d), hereby grants to Fort Bend County, Texas a lease for a period of twenty-five (25) years commencing on 1 September 1987, and ending on 31 August 2012 to use and occupy approximately 1,961 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Barker Dam Project Area, hereinafter referred to as the premises as shown on attached Exhibit A, for public park and recreational purposes. Leased area is further described in Exhibit B.

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such regulations as the Secretary of the Army may issue to govern the public use of the project area and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the premises from fire, vandalism, and soil erosion, and may make and enforce such regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with provisions of the above cited Act of Congress.

2. The lessee shall administer and maintain the premises in accordance with the U. S. Army Engineers' Master Plan and the implementing General Development Plan for the premises and with an Annual Management Program to be mutually agreed upon between the lessee and the U. S. Army District Engineer in charge of the administration of the project, which may be amended from time to time as may be necessary. Such Annual Management Program shall include, but is not limited to, the following:

a. Plans for management activities to be undertaken by the lessee or jointly by the U. S. Army Engineers and the lessee, including improvements and other facilities to be constructed thereon.

b. Budget of the lessee for carrying out the management activities.

RECEIVED

c. Personnel to be used in the management of the area.

3. The lessee shall provide the facilities and services necessary to meet the public demand either directly or through concession agreements with third parties. All such agreements shall state that they are granted subject to the provisions of this lease and that the concession agreement will not be effective until approved by the District Engineer.

4. Admission, entrance or user fees may be charged by the lessee for the entrance to or use of the premises or any facilities constructed thereon, PROVIDED, prior written approval of the District Engineer is obtained.

5. The rates and prices charged by the Lessee or its sub-lessees shall be reasonable and comparable to rates charged for similar goods and services by others in the community. The District Engineer shall have the right to review such rates and prices and require an increase or reduction where it is determined that the objective of this paragraph has been violated. The Lessee shall keep such rates and prices posted at all times in an appropriate and conspicuous place on the leased premises. The District Engineer may require submission of a schedule of the rates and prices at any time.

6. All monies received by the lessee from operations conducted on the premises, including, but not limited to, entrance and admission fees and user fees and rental or other consideration received from its concessionaires, may be utilized by the lessee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized, or programmed for utilization within a reasonable time, shall be paid to the District Engineer at the end of each 5-year period. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the lessee. The District Engineer shall have the right to perform audits of the lessee's records and accounts; and to require the lessee to audit the records and accounts of third party concessionaires, and furnish the District Engineer a copy of the results of such an audit.

7. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Engineer. Further, the lessee shall not discharge waste or effluent from the premises in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

8. Any property of the United States damaged or destroyed by the lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the lessee to the satisfaction of the District Engineer.

9. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees or others who may be on the premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities, and the lessee shall hold the United States harmless from any and all such claims.

10. That at the time of the commencement of this lease, the lessee will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$500,000 per person in any one claim, and an aggregate limit of \$1,000,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$100,000 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the lessee under the terms of this lease.

11. This lease may be relinquished by the lessee at any time by giving to the Secretary of the Army, through the District Engineer, at least 30 days' notice in writing.

12. On or before the date of expiration of this lease or its relinquishment by the lessee, the lessee shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the lessee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

13. The lessee or its concessionaires shall not discriminate against any person or persons because of race, creed, color or

national origin in the conduct of its operations hereunder. The grantee furnishes as part of this contract an assurance (Exhibit C) that he will comply with Title VI of the Civil Rights Act of 1964 (78 Stat.241) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

14. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to County Commissioner, Precinct Three, Fort Bend County, 1809 Eldridge, Sugar Land, Texas 77478 if to the Government, to the Commander, U. S. Army Engineer District, Galveston, ATTN: Real Estate Division, P. O. Box 1229, Galveston, Texas 77553-1229 or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid in a post office or branch post office regularly maintained by the United States Government.

15. The lessee shall at all times be responsible for the maintenance of order on the leased area and shall furnish peace officers as necessary for the protection of the area and the public.

16. No permits, licenses, or subleases will be granted to adjacent private property owners for use, alteration, improvement, addition of facilities, or any other purposes which would confer upon them privileges not available to the general public, or which would infer or imply exclusive private use of public lands.

17. The leased premises are subject to prior and outstanding grazing and/or agricultural leases. These leases shall remain in force and effect for the remainder of their terms unless and until Fort Bend County demonstrates to the satisfaction of the District Engineer, Galveston District, U. S. Army Corps of Engineers, that such continued use would be incompatible with the development of the leased premises. As such prior and outstanding leases expire, they shall be renewed by the District Engineer unless and until Fort Bend County demonstrates that such renewal is incompatible with the development of the leased premises.

18. No structures of any type for human habitation shall be permitted on the leased premises.

19. All timber and brush salvaged by the lessee, when in the way of construction, shall remain on reservoir lands to be used to return organic material to the soil, in a manner approved by

the District Engineer. Trees which are in the way of construction may be replanted at another site on the leased premises. Under no circumstances will trees be removed from Government lands.

20. No overnight camping will be permitted, unless the plan of development is later revised to provide for camping facilities and such revision is approved by the District Engineer. In this event, camping shall be permitted only in designated camping areas.

21. The lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of any alcoholic beverages on the leased premises, unless specifically authorized in writing by the District Engineer.

22. Specifically excepted from this lease are all portions of the Barker Dam embankment and land areas associated therewith. Lessee shall cooperate fully with the Government in preventing unauthorized activities on the dam embankment that is adjacent to the land area.

23. The right is reserved to the United States, its officers, agents and employees to enter upon the premises at any time to make inspections concerning the operation and maintenance of the lands and facilities provided hereunder, and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises occasionally, intermittently, or constantly, and/or to make any other use of the land as may be necessary in connection with the public navigation and flood control; and the lessee shall have no claim for damages of any character on account thereof against the United States or any officer, agent or employee thereof.

24. Inasmuch as all lands covered in this lease are for use by the general public and are located in identified flood hazard areas, lessee will comply with all applicable Federal, State or local floodplain regulations to reduce the risk of flood loss and to minimize the impact of floods on human safety, health and welfare. This may include the posting of signs at all entrances, on structures within the area, and at other appropriate places to provide conspicuous delineation of past and probable flood height information in order to enhance public awareness of and knowledge about flood hazards.

25. The United States reserves the right to place signs at each entrance or at any other location indicating that the property belongs to the United States of America and has been

provided for public park and recreation purposes by the United States Army Corps of Engineers. These signs are expected to prominently display the castle insignia of the Corps of Engineers.

26. Except as provided in condition 25, lessee shall place no signs nor permit third parties to place signs, with the exception of directional signs that identify street names or location of facilities. Specifically prohibited are signs making reference to county officials or officials of third party concessionaires, commercial advertising signs, or signs stating that the premises are private property.

27. This lease is subject to all existing easements, and to easements subsequently granted, for roadways, utilities, and for other purposes, located or to be located on the premises; provided that the proposed grant of any easement will be coordinated with the lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the lessee.

28. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of thirty (30) days after notice thereof in writing by the District Engineer. In lieu of revocation, the District Engineer, in his discretion, upon a finding that a violation constitutes a health or safety hazard, may immediately suspend the use of that operation or facility until such deficiency is rectified.

29. The title to oil, gas, and other minerals involving lands described in Exhibits A and B was neither acquired nor subordinated by the Government, and remains outstanding and is vested in others. Portions of the leased premises are presently devoted to mineral production, and Fort Bend County recognizes that the leased premises may be subject to the exploration for, development of, and production of minerals throughout the term of this lease and any extension thereof. This lease is therefore made subject to the dominant rights of mineral owners and mineral lessees to reasonable and prudent use of the surface of the leased premises, to the extent that such surface rights are provided by law to the mineral estate, in the course of the exploration, development, production and removal of minerals and all other uses incident thereto. In this regard, lessee agrees to be solely responsible for coordination with the mineral owners and/or their lessees of any and all activities and use of the land by Fort Bend County and its concessionaires. Fort Bend County agrees to pay any and all judgments against Fort Bend County or the United States by mineral owners and/or their



lessees arising out of or in any way incident to utilization of the leased premises by Fort Bend County or its concessionaires. The United States and Fort Bend County agree to cooperate with each other in the defense of any lawsuit instituted by mineral owners and/or their lessees. The United States agrees to notify Fort Bend County within a reasonable period of time of any suit filed against the United States where Fort Bend County may be liable under this paragraph but is not a party to that suit.

30. The lessee shall not remove or disturb, or cause to permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the lessee shall immediately notify the District Engineer, Galveston District, and the site and the material shall be protected by the lessee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Engineer.

31. The Corps of Engineers is responsible for conducting a survey of cultural resources within the leased area. In the event that eligible properties are discovered during the survey, during construction, or at any time after execution of this lease, the sites will be either avoided or mitigated. All costs of mitigation or avoidance will be paid by Fort Bend County. No construction will be approved or started until full compliance with all laws and regulations relating to protection of cultural resources is achieved.

32. Fort Bend County shall be responsible for all mosquito control and control of other pests on the leased premises and that the use of pesticides on the area covered under this lease shall be in accordance with all appropriate Federal, State or local laws, rules and regulations.

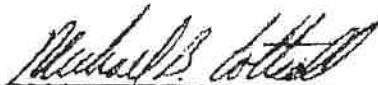
33. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the lessee shall obtain such permission as may be necessary on account of any other existing rights.

34. That the grantee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located.

35. That within the limits of their respective legal powers, the parties to this lease shall protect the project against

pollution of its water. The lessee shall comply promptly with any regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a state, interstate or local governmental water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, state, interstate, or local governmental authority are hereby made a condition of this lease.

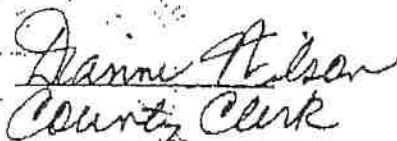
IN WITNESS WHEREOF I have hereunto set my hand this 2nd of February 1988, by authority of the Secretary of the Army.



MICHAEL B. COTTRELL  
Chief, Real Estate Division  
Southwestern Division

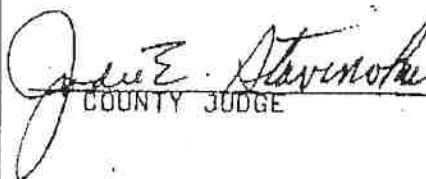
The above instrument, together with the provisions and conditions thereof, is hereby accepted this 19 day of October 1987

ATTEST:



Dianne Nelson  
County Clerk

FORT BEND COUNTY



Jane E. Stavinoke  
COUNTY JUDGE

ASSURANCE OF COMPLIANCE  
WITH THE  
DEPARTMENT OF DEFENSE DIRECTIVE UNDER TITLE VI  
OF THE  
CIVIL RIGHTS ACT OF 1964

FORT BEND COUNTY, TEXAS, HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Fort Bend County receives Federal financial assistance from the Department of the Army, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to Fort Bend County by the Department of the Army, assurance shall obligate Fort Bend County, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another

EXHIBIT C

purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate Fort Bend County for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate Fort Bend County for the period during which the Federal financial assistance is extended to it by the Department of the Army.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discount or other Federal financial assistance extended after the date hereof to Fort Bend County by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. Fort Bend County recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and arrangements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on Fort Bend County, its successors, transferees and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of Fort Bend County.

Executed on this 19 day of October 1987.

ATTEST:

Dianne Wilson  
County Clerk

FORT BEND COUNTY

BY:

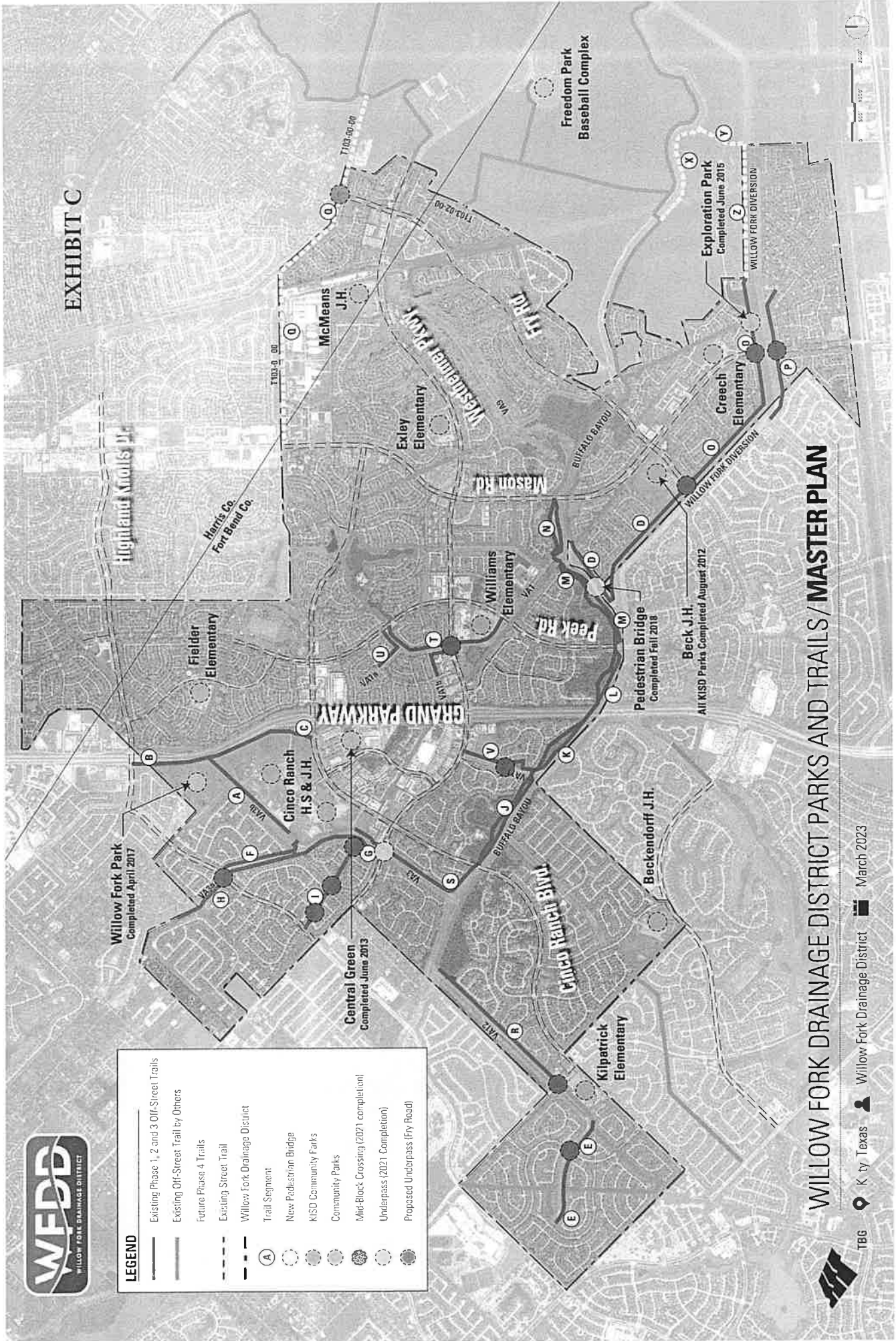
Opdie E. Stavinoha  
County Judge



EXHIBIT C

**LEGEND**

- Existing Phase 1, 2 and 3 Off-Street Trails
- Existing Off-Street Trail by Others
- Future Phase 4 Trails
- Existing Street Trail
- Willow Fork Drainage District
- Trail Segment
- New Pedestrian Bridge
- KISD Community Parks
- Community Parks
- Mid-Block Crossing (2021 completion)
- Underpass (2021 Completion)
- Proposed Underpass (Fry Road)



WILLOW FORK DRAINAGE DISTRICT PARKS AND TRAILS/MASTER PLAN

TBG

Katy, Texas

Willow Fork Drainage District



March 2023



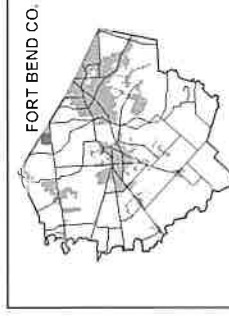
WILLOW FORK  
DRAINAGE DISTRICT  
EXHIBIT D

PROPOSED TRAIL  
SEGMENTS X, Y, AND Z  
(FORT BEND COUNTY)

### LEGEND



FBC Seg XYZ



THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL ENGINEERING OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

But when you're in the middle of a crisis, it's hard to see the forest for the trees. It's easy to get caught up in the details of the problem and lose sight of the bigger picture. So, when you're in a crisis, it's important to take a step back and look at the situation from a different perspective. This can help you see the problem in a new light and find a solution that you didn't see before.



LJA ENGINEERING

