

STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

INTERLOCAL AGREEMENT

This Agreement, by and between the Fort Bend County Drainage District (“Fort Bend”), a body corporate and politic, acting by and through its Board of Directors, and the West Keegans Bayou Improvement District, of Fort Bend and Harris Counties (“West Keegans”), 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 is the grantee under that Warranty Deed from Sloco, Inc., dated September 7, 1979, and recorded in Volume 861, page 309 in the official records of Fort Bend County, a copy of which is attached hereto and incorporated herein by reference for all purposes as Exhibit “A” (the “Property”).

WHEREAS, West Keegans proposes the construction of a hike and bike trail, and associated improvements, (“Trail”), on the Property as part of the development of its District-wide Park Plan, which Trail would be partially located on the property owned by Fort Bend.

WHEREAS, it is Fort Bend’s desire to protect its Property and its ability to maintain the drainage facilities located thereon.

WHEREAS, West Keegans desires to provide Fort Bend with certain assurances regarding Fort Bend’s 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 this Agreement are all local governments and/or agencies of the State within the meaning of the 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 Fort Bend means Fort Bend County Drainage District.
- 2.3 Park Plan means the District-wide plan for parks, including the Trail, attached hereto and incorporated herein for all purposes as Exhibit "B".
- 2.4 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 West Keegans as part of its Park Plan.
- 2.5 West Keegans means West Keegans Bayou Improvement District.

3. Construction and Maintenance of the Trail West Keegans will construct the Trail at its expense. West Keegans further agrees that it shall be responsible for the proper maintenance of the Trail in an efficient and workmanlike manner.

West Keegans shall not commence construction or substantial improvement thereon without notification to Fort Bend within a reasonable period of time prior to the construction or maintenance. West Keegans will provide Fort Bend with its general schedule of regular maintenance.

Fort Bend authorizes West Keegans to construct, maintain and operate the Trail, open to the public, on the Property and authorizes West Keegans 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.

Nothing in this Agreement affects either party's rights and responsibilities for the operation and maintenance of the drainage facilities on the Property.

4. Insurance and Liability West Keegans agrees that it will obtain and maintain, at its own cost and expense, comprehensive general liability insurance covering the Trail. Said insurance shall be maintained so long as the Trail exists on the Property, and shall be provided by and insurance company qualified to do business in the State of Texas and acceptable to Fort Bend. Said insurance shall be in an amount which will insure Fort Bend against risk of loss due to claims for which it can be liable under the Texas Tort Claims Act. A copy of the insurance policy shall be presented to Fort Bend prior to the opening of the Trail to the public.

The insurance required hereby shall name Fort Bend as an added, named insured and shall contain an express limitation providing that the carrier may not terminate or cancel such insurance, or allow it to lapse or expire, or allow it to be modified, changed, or amended in any significant respect, without the carrier having directly provided Fort Bend with thirty days prior written notice of such

termination, proposed cancellation, lapse, expiration, modification, change, or amendment.

The insurance required shall be on an occurrence basis and not on a claims made basis.

Fort Bend shall not be liable to West Keegans for damage to the Trail caused by Fort Bend's reasonable maintenance and operations.

5. **Term** That the term of this Agreement shall be for the useful life of the Trail.
6. **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 Drainage District:

301 Jackson Street, Suite 719
Richmond, Texas 77469
Attn: Drainage District Chairman

With a copy to:

P.O. Box 1028
Rosenberg, Texas 77471
Attn: Drainage District Manager

If to West Keegans Bayou Improvement District:

Board of Directors
West Keegans Bayou Improvement District:
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Trey Lary

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

7. **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, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, equipment, pipe lines or canals, or any other causes not reasonably within the control of the party claiming such inability.

8. **No Waiver** Fort Bend'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.
9. **Removal or Replacement** In the event Fort Bend decides to expand, redesign, or alter its facilities within the Property and the Trail will interfere or impede such expansion or alteration then West Keegans will, after notification of the expansion or alteration by Fort Bend, promptly remove the relevant portion of the Trail or relocate such portion to a location mutually agreeable between Fort Bend and West Keegans.

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

IN WITNESS HEREOF, West Keegans and Fort Bend make and execute this Agreement in duplicate copies, each of which is an original, to be effective as specified herein.

West Keegans Bayou Improvement District

Baillan Mazzoni
Vice President, Board of Directors

7/8/09
Date

ATTEST:

Debra Hooper
Secretary, Board of Directors

7/8/09
Date

Fort Bend County Drainage District

Robert Hebert
Robert Hebert, Chairman, Board of Directors

8-4-09
Date

ATTEST:

Diane Wilson
Diane Wilson, Fort Bend County Clerk
DIANNE

8-4-09
Date

ATTACHMENTS:

Exhibit A: Warranty Deed

Exhibit B: Park Plan

EXHIBIT A

107744

DEED

SGI . 333

pd

WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF FORT BEND §

SLOCO, Inc., a Texas corporation (herein called "GRANTOR"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to GRANTOR in hand paid by FORT BEND COUNTY DRAINAGE DISTRICT, a body corporate and politic under the laws of the State of Texas (herein called "GRANTEE"), the receipt and sufficiency of which is hereby acknowledged by GRANTOR, has GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto GRANTEE, all of the real property in Fort Bend County, Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes.

The GRANTOR herein reserves to itself, its successors and assigns, the right to construct, operate and maintain any and all roads, bridges, lines, mains and other facilities and structures for all public and private transportation and/or utility purposes over, across, along or under said property, or to grant to others these same rights; provided, however, that all such items shall be constructed and maintained so as not to interfere with the use of the said property for drainage facilities operated and maintained by GRANTEE.

GRANTOR reserves unto itself and its successors and assigns all oil, gas and other minerals in, on or under said property, but waives all rights of ingress and egress for the purpose of exploring, developing, mining, drilling for or removing the same; however, nothing in this reservation shall prohibit or in any manner restrict the right of GRANTOR, its successors and assigns, to develop the property for oil and gas or other minerals, by directional drilling from a nearby site; provided, however, that nothing contained herein shall ever legally authorize GRANTOR, its successors and assigns, to remove sand, gravel or stone from said property; and provided further that no rights or privileges of GRANTOR, its successors and assigns, in the above described property reserved under this paragraph shall be used by GRANTOR, its successors and assigns, in a manner which interferes with or abridges the use of the property by said GRANTEE for drainage purposes.

TO HAVE AND TO HOLD said property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto GRANTEE, its successors and assigns, forever; and GRANTOR does by these presents bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular said property unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the reservations provided above.

This conveyance is subject to all easements and restrictions of record.

WITNESS the execution hereof, this 7th day of September, 1979.

SLOCO, Inc.

RMS

By: _____
President

ATTEST:

R. L. DeLoach
Secretary

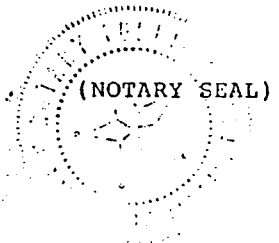
DEED
861 1510

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Vivian L. Smith, ~~President~~ of SLOCO, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of September, 1979.

Neva A. Goree
Notary Public, Harris County,
Texas



NEVA GOREE
Notary Public in and for Harris County, Texas
My Commission Expires 12-2-80

MEETS AND BOUNDS DESCRIPTION

ELUGAN'S BAYOU
20.869 ACRES

H.T. & B.R.R. CO., SURVEY, SECTION 17, A-623
JOHN LEVERTON SURVEY, A-402
FORT BEND COUNTY, TEXAS

DEED

861-311

Being two tracts or parcels containing a total of 20.869 acres of land and being a portion of that certain 680.3558 acre tract conveyed to SLOCO and recorded under File Number F 206781, Film Code Number 102-85-2295 of the Official Public Records of Real Property of Harris County, Texas, situated in the H.T. & B.R.R. Co. Survey, Section 17, A-623 and in the John Leverton Survey, A-402, Fort Bend County, Texas, said 20.869 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

TRACT NUMBER ONE

COMMENCING for reference at a 5/8 inch iron rod with an aluminum cap marking the most northeasterly corner of the aforesaid 680.3558 acre tract, said point also being in the westerly right-of-way line of Sugarland-Howell Road (60 feet wide);

THENCE southerly along the westerly right-of-way line of Sugarland-Howell Road, S 02°13'41" E, 3452.13 feet to the POINT OF BEGINNING;

THENCE continuing with said westerly right-of-way line, S 02°13'41" E, 180.01 feet to a point for corner, the beginning of a curve to the right;

THENCE 470.95 feet along the arc of said curve and departing said westerly right-of-way line (Delta = 90°10'21", Radius = 299.24', Chord = S 42°51'29" W, 423.83') to a point for corner, the end of said curve, said point being on the northerly line of a 80 foot wide Houston Lighting and Power Company easement being in two parcels and of record in Volume 431, Page 331 and in Volume 431, Page 332, of the Fort Bend County Deed Records;

THENCE with said northerly easement line, S 87°56'39" W, 1405.57 feet to a point for corner, said point being the intersection of the northeasterly easement line of a 30 foot wide Shell Rancho Pipeline Company easement as recorded in Volume 301, Page 291, of the Deed Records of Fort Bend County, Texas with the northerly easement line of said Houston Lighting and Power Company easement (80 feet wide), recorded in Volume 431, Page 332 of said Deed Records;

THENCE with the northeasterly easement line of said Shell Rancho Pipeline Company easement, N 62°17'29" W, 32.23 feet to a point for corner;

THENCE with the north line of said pipeline easement, S 87°56'39" W, 1105.94 feet to a point for corner, said point also being on the easterly right-of-way line of State Highway 6 (180' wide);

THENCE departing said pipeline easement and along said easterly right-of-way line of State Highway 6, N 03°09'43" W, 170.03 feet to a point for corner;

THENCE departing said State Highway 6, N 87°56'39" E, 1113.64 feet to a point for corner, the beginning of a curve to the right;

THENCE 152.31 feet along the arc said curve to the right (Delta = 06°01'06", Radius = 1450.00', Chord = S 89°02'48" E, 152.24') to a point of reverse curvature for corner;

THENCE 152.31 feet along the arc of said reverse curve to the left (Delta = 06°01'06", Radius = 1450.00', Chord = S 89°02'48" E, 152.24') to a point for corner, the end of said curve;

THENCE N 87°56'39" E, 1125.07 feet to a point for corner, the beginning of a curve to the left;

THENCE 203.41 feet along the arc of said curve to the left (Delta = 90°10'21", Radius = 129.24', Chord = N 42°51'29" E, 183.05') to a point for corner, the end of said curve;

THENCE N 02°13'41" W, 15.00 feet to a point for corner;

EXHIBIT A

THENCE N 09°45'57" E, 167.56 feet to a point for corner;

THENCE N 87°18'19" E, 135.18 feet to the POINT OF BEGINNING and containing 11.919 acres of land.

TRACT NUMBER TWO

COMMENCING for reference at the most northwesterly cutback corner of the northerly right-of-way line of Boss Gaston Road (60' wide) with the westerly right-of-way line of State Highway 6 (180' wide);

THENCE along the westerly right-of-way line of State Highway 6, N 03°09'43" W, 2113.68 feet to the POINT OF BEGINNING, said point also being on the north line of a 30 foot wide Shell Rancho Pipeline Company easement as recorded in Volume 301, Page 291 of the Deed Records of Fort Bend County, Texas;

THENCE departing said westerly right-of-way line of State Highway 6 and along said north line of the Shell Rancho Pipeline Company easement, S 87°56'39" W, 585.11 feet to a point for corner;

THENCE departing said north line of the Shell Rancho Pipeline Company easement, N 03°09'43"W, 671.04 feet to a point for corner, the beginning of a curve to the right;

THENCE 270.79 feet along the arc of said curve to the right (Delta = 09°50'07", Radius = 1577.50', Chord = N 01°45'20" E, 270.46') to a point for corner, the end of said curve;

THENCE N 06°40'24" E, 360.85 feet to a point for corner;

THENCE N 77°05'06" W, 151.10 feet to a point for corner, the beginning of a curve to the left;

THENCE 461.47 feet along the arc of said curve to the left (Delta = 12°15'49", Radius = 2170.00', Chord = N 83°14'00" W, 463.58') to a point for corner;

THENCE N 00°38'05" E, 155.00 feet to a point for corner on the arc of a curve to the right;

THENCE 497.64 feet along the arc of said curve to the right (Delta = 12°15'49", Radius = 2325.00', Chord = S 83°14'00", E, 496.69') to a point for corner, the end of said curve;

THENCE S 77°06'06" E, 290.12 feet to a point for corner;

THENCE S 06°40'24" W, 499.86 feet to a point for corner, the beginning of a curve to the left;

THENCE 244.18 feet along the arc of said curve to the left (Delta = 09°50'07", Radius = 1422.50', Chord = S 01°45'20" W, 243.88') to a point for corner, the end of said curve;

THENCE S 03°09'43" E, 519.00 feet to a point for corner;

THENCE N 85°40'57" E, 380.09 feet to a point for corner;

THENCE N 87°56'39" E, 50.00 feet to a point for corner on the aforementioned westerly right-of-way line of State Highway 6;

THENCE S 03°09'43" E, 170.03 feet along the said westerly right-of-way line of State Highway 6 to the POINT OF BEGINNING and containing 8.950 acres of land, said Tract One (11.919 acres) and Tract Two (8.950 acres) having a combined total of 20.869 acres of land.

FILED FOR RECORD

TIME 12:30 AM
P.M.

OCT 1 1979

Pearl Ellett

COUNTY CLERK, FORT BEND COUNTY, TEX.

THE STATE OF TEXAS
COUNTY OF FORT BEND

I HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT IS A TRUE AND CORRECT COPY OF THE
RECORD OF Wheatley Bend

Shaco, Inc.
San Antonio Co. Dealing Dist.

FILED IN MY OFFICE, FILE NO. 10224

AND IS OF RECORD IN VOL. 861 PAGE 307

OF THE RECORDS OF Deeds
FORT BEND COUNTY, TEXAS.

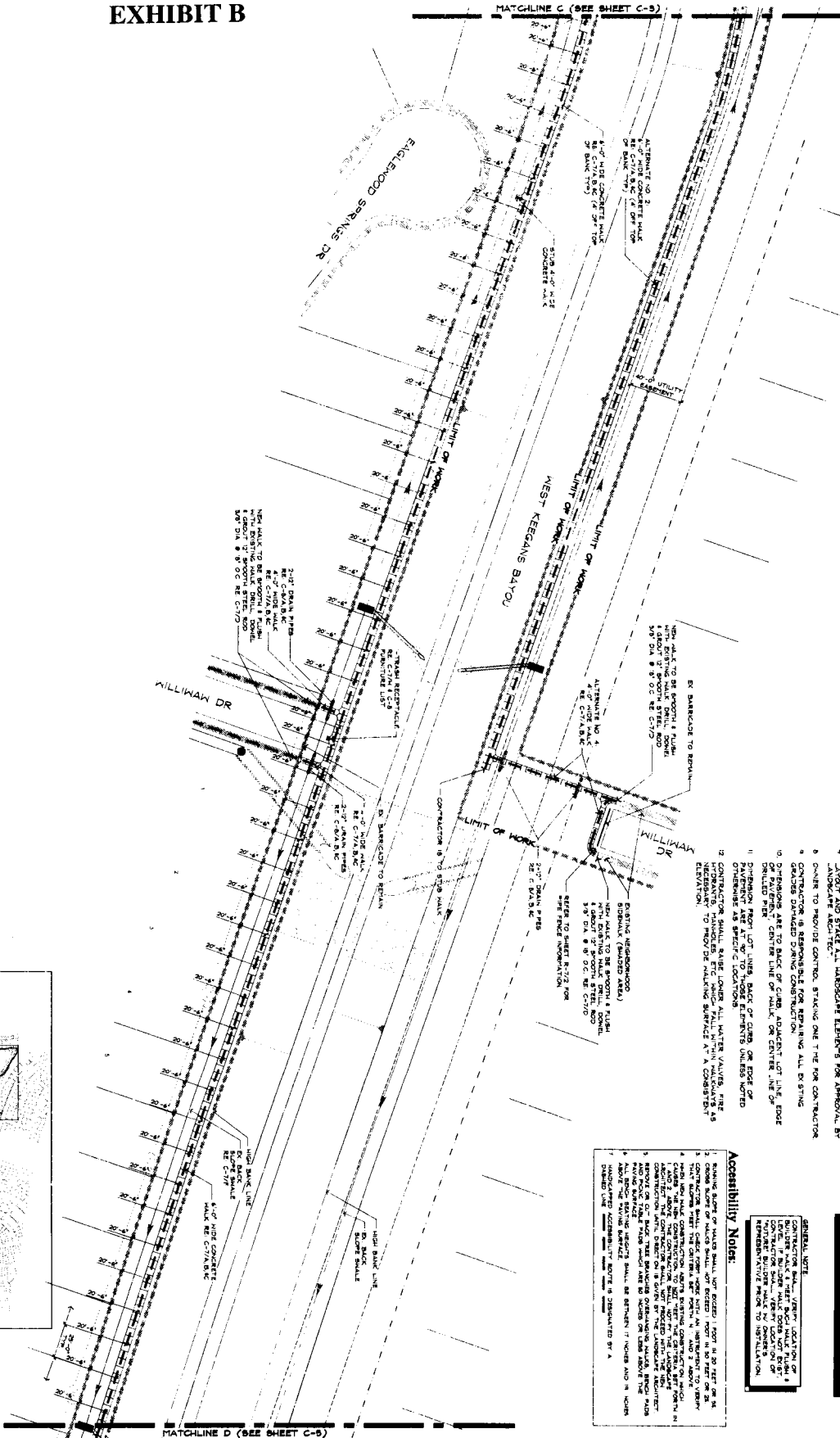
DATED October 1 1979

PEARL ELLETT, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY James Wolf DEPUTY

Compiled by:
TURNER COLLIE & BRADEN, INC.
Consulting Engineers
Houston, Dallas, Austin, Port Arthur, El Paso
Job No. 2496-104
Revised June 7, 1979

EXHIBIT B



GENERAL NOTE:
 CONTRACTOR SHALL NOT REMOVE OR DESTROY THE EXISTING GRADES OR EXISTING UTILITIES. ALL EXISTING UTILITIES SHALL REMAIN UNLESS SHOWN OTHERWISE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION WORK.

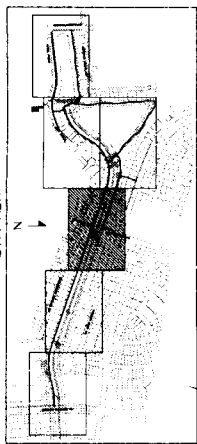
General Construction Notes:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL EXISTING UTILITIES AND OTHER FEATURES PRIOR TO STARTING WORK.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE PROTECTIVE COVERING FOR ALL EXISTING UTILITIES AND OTHER FEATURES TO BE PROTECTED DURING CONSTRUCTION.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
5. CONTRACTOR SHALL PROVIDE PROTECTIVE COVERING FOR ALL EXISTING UTILITIES AND OTHER FEATURES TO BE PROTECTED DURING CONSTRUCTION.
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8. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE PROTECTIVE COVERING FOR ALL EXISTING UTILITIES AND OTHER FEATURES TO BE PROTECTED DURING CONSTRUCTION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.

Accessibility Notes:
 1. GRADING SHALL BE DONE TO PROVIDE A MINIMUM 2% SLOPE FOR ALL WALKWAYS AND BIKEWAYS.
 2. CURBS SHALL BE 4" HIGH AND 2" WIDE.
 3. SIDEWALKS SHALL BE 4' WIDE.
 4. BIKEWAYS SHALL BE 6' WIDE.
 5. ALL WALKWAYS AND BIKEWAYS SHALL BE PAVED WITH 2" OF 150# CONCRETE.
 6. ALL WALKWAYS AND BIKEWAYS SHALL BE FINISHED WITH A BROOM-FINISH.
 7. ALL WALKWAYS AND BIKEWAYS SHALL BE MAINTAINED AT ALL TIMES.
 8. ALL WALKWAYS AND BIKEWAYS SHALL BE KEPT CLEAR OF OBSTRUCTIONS.
 9. ALL WALKWAYS AND BIKEWAYS SHALL BE KEPT FREE OF SNOW AND ICE.
 10. ALL WALKWAYS AND BIKEWAYS SHALL BE KEPT FREE OF WEEDS AND OTHER VEGETATION.

GENERAL NOTE:
 CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND OTHER FEATURES AT ALL TIMES. ALL EXISTING UTILITIES AND OTHER FEATURES SHALL BE PROTECTED DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL EXISTING UTILITIES AND OTHER FEATURES DAMAGED DURING CONSTRUCTION.

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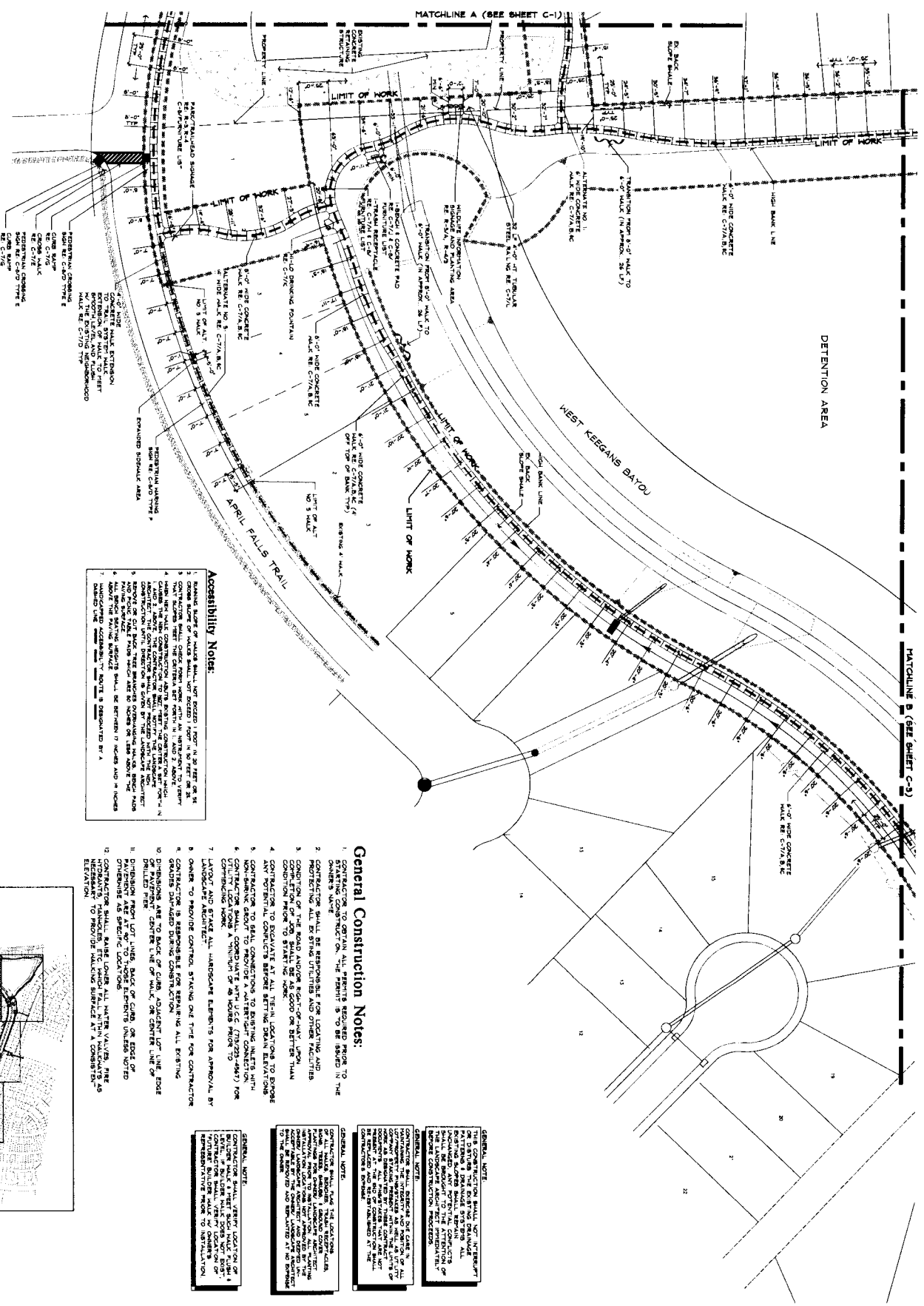


WEST KEEGANS BAYOU
Hike and Bike Trails System Development
 West Keegans Bayou Improvement District
 Harris County



LANDSCAPE ARCHITECT
 1981 LUISIANA STATE UNIVERSITY
 70703

C-4
 Construction
 Layout Plan
 Date: 7/2/05
 Job No: 159-05-02
 Revised:



DETENTION AREA

MATCHLINE B (SEE SHEET C-3)

MATCHLINE A (SEE SHEET C-1)

Accessibility Notes:

1. GRADE SURF OF PAVED SHALL NOT EXCEED 1.0% IN ANY FEET IN 100 FEET.
2. CONTRACTOR SHALL CHECK WITH LOCAL AGENCIES TO VERIFY ALL LOCAL REGULATIONS AND PERMITS FOR TRAIL CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY ALL LOCAL REGULATIONS AND PERMITS FOR TRAIL CONSTRUCTION.
4. CONTRACTOR SHALL VERIFY ALL LOCAL REGULATIONS AND PERMITS FOR TRAIL CONSTRUCTION.
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12. CONTRACTOR SHALL VERIFY ALL LOCAL REGULATIONS AND PERMITS FOR TRAIL CONSTRUCTION.

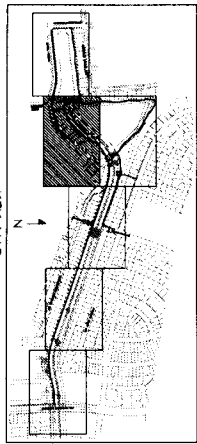
General Construction Notes:

1. CONTRACTOR TO OBTAIN ALL PERMITS REQUIRED PRIOR TO STARTING CONSTRUCTION. THE PERMIT IS TO BE ISSUED IN THE NAME OF THE CONTRACTOR.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES AND OTHER FACILITIES.
3. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON WHICH THE TRAIL IS TO BE CONSTRUCTED, SHALL BE MAINTAINED IN A CONDITION PRIOR TO STARTING WORK.
4. CONTRACTOR TO EXCAVATE AT ALL TIE-IN LOCATIONS TO EXPOSE ANY POTENTIAL CONFLICTS BEFORE SETTING DRAIN ELEVATIONS.
5. CONTRACTOR TO SEAL CONNECTIONS TO EXISTING UTILITIES WITH APPROVED MATERIALS.
6. CONTRACTOR SHALL COORDINATE WITH UCC (719229-4943) FOR ALL UTILITIES LOCATIONS A MINIMUM OF 48 HOURS PRIOR TO STARTING CONSTRUCTION.
7. LAYOUT AND STAKE ALL HORIZONTAL ELEMENTS FOR APPROVAL BY LANDSCAPE ARCHITECT.
8. OWNER TO PROVIDE CONTROL STAKING ONE TIME FOR CONTRACTOR.
9. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL EXISTING DAMAGE CAUSED DURING CONSTRUCTION.
10. DIMENSIONS ARE TO BACK OF CURB, ADJACENT TO LINE EDGE UNLESS OTHERWISE NOTED.
11. DIMENSION FROM LOT LINES, BACK OF CURB OR EDGE OF DRIVEWAY SHALL BE AS SPECIFIC LOCATIONS UNLESS NOTED OTHERWISE AS SPECIFIC LOCATIONS.
12. CONTRACTOR SHALL MAINTAIN ALL WATER VALVES, FIRE HYDRANTS, MANHOLES, ETC. WHICH FALL WITHIN VALUERS AS SPECIFIC LOCATIONS UNLESS OTHERWISE NOTED.
13. CONTRACTOR SHALL MAINTAIN ALL SURFACE ELEVATIONS AS SPECIFIC LOCATIONS UNLESS OTHERWISE NOTED.

GENERAL NOTE:
 THE CONTRACTOR SHALL NOT INCREASE ANY EXISTING PERMITS OR PERMITS THAT ARE BEING MAINTAINED BY OTHERS. ALL PERMITS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ATTENTION OF ALL PERMITS THROUGHOUT THE CONSTRUCTION PROCESS.

GENERAL NOTE:
 CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND OTHER FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES AND OTHER FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES AND OTHER FACILITIES.

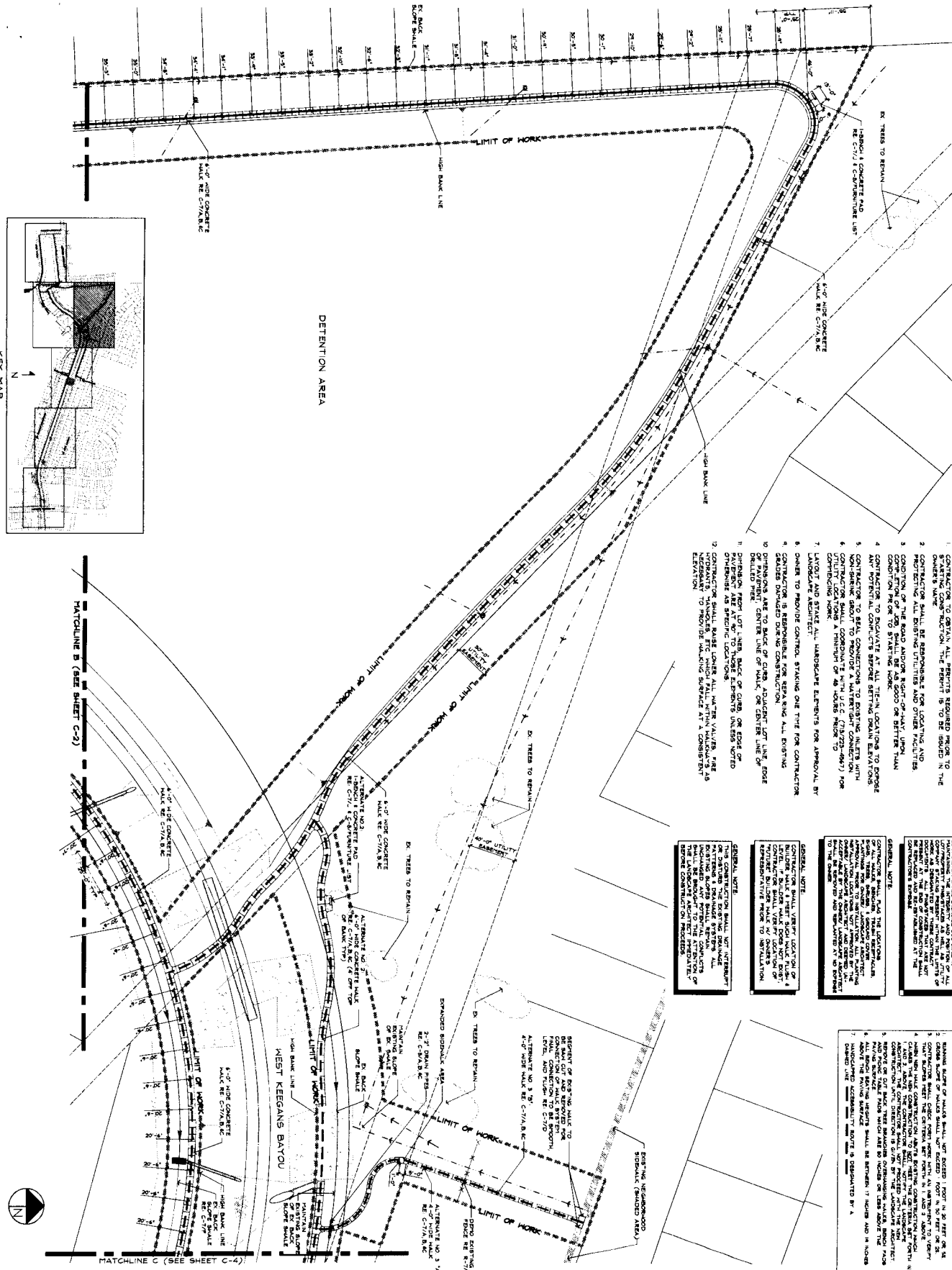
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WEST KEEGANS BAYOU
Hike and Bike Trails System Development
 West Keegans Bayou Improvement District
 Harris County



Construction Layout Plan
 Date: 1/14/09
 Rev. No. 151-06-02
C-2



General Construction Notes:

1. CONTRACTOR TO OBTAIN ALL PERMITS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE PERMIT IS TO BE ISSUED IN THE OWNER'S NAME.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES AND OTHER FACILITIES.
3. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF THE PROJECT, SHALL BE BETTER THAN CONDITION PRIOR TO STARTING WORK.
4. CONTRACTOR TO EXCAVATE AT ALL TIE-IN LOCATIONS TO EXPOSE ANY POTENTIAL CONFLICTS BEFORE SETTING DRAIN ELEVATIONS.
5. CONTRACTOR TO SEAL CONNECTIONS TO EXISTING UTILITIES WITH GROUT.
6. CONTRACTOR SHALL COMPENSATE WITH U.S.C. (73/223-493) FOR ANY DAMAGE TO EXISTING UTILITIES.
7. LAYOUT AND STATE ALL LANDSCAPE ELEMENTS FOR APPROVAL BY LANDSCAPE ARCHITECT.
8. OWNER TO PROVIDE CONTROL STAKING ONE TIME FOR CONTRACTOR.
9. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL EXISTING ROADERS DAMAGED DURING CONSTRUCTION.
10. DRIPPIES ARE TO BE BACK OF CURB, ADJACENT LOT LINE, EDGE OF DRIVEWAY, CENTER LINE OF WALK, OR CENTER LINE OF DRIVEWAY.
11. DIRECTION FROM LOT LINE, BACK OF CURB, OR EDGE OF DRIVEWAY ARE TO BE SHOWN ON ALL ELEMENTS UNLESS NOTED OTHERWISE.
12. CONTRACTOR SHALL BUILT LOWER ALL WATER VALVES, FIRE HYDRANTS, MANHOLES, ETC. WHICH FALL WITHIN VARIOUS 3-1/2' ELEVATION TO PROVIDE FINISHED GRADE AT A CONSISTENT ELEVATION.

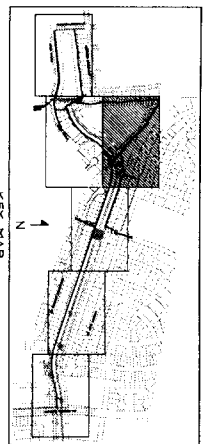
GENERAL NOTE:
 CONTRACTOR SHALL MAINTAIN THE EXISTING ELEVATION OF THE DETENTION AREA AND PROTECT THE EXISTING UTILITIES AND OTHER FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND OTHER FACILITIES. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ELEVATION OF THE DETENTION AREA AND PROTECT THE EXISTING UTILITIES AND OTHER FACILITIES.

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Accessibility Notes:

1. RUNNING SURFACE OF WALKS SHALL NOT EXCEED 1 FOOT IN 30 FEET OR 2% GRADE.
2. CURB HEIGHT OF WALKS SHALL NOT EXCEED 4 INCHES.
3. WALKS SHALL BE CONSTRUCTED TO MEET OR EXCEED THE REQUIREMENTS OF THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN AND CONSTRUCTION.
4. WALKS SHALL BE CONSTRUCTED TO MEET OR EXCEED THE REQUIREMENTS OF THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN AND CONSTRUCTION.
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WEST KEEGANS BAYOU
Hike and Bike Trails System Development
 West Keegans Bayou Improvement District
 Harris County



Construction Layout Plan
 Date: 1/2/08
 Drawn by: [Name]
 Checked by: [Name]
 Scale: 1/8" = 1'-0"

C-3

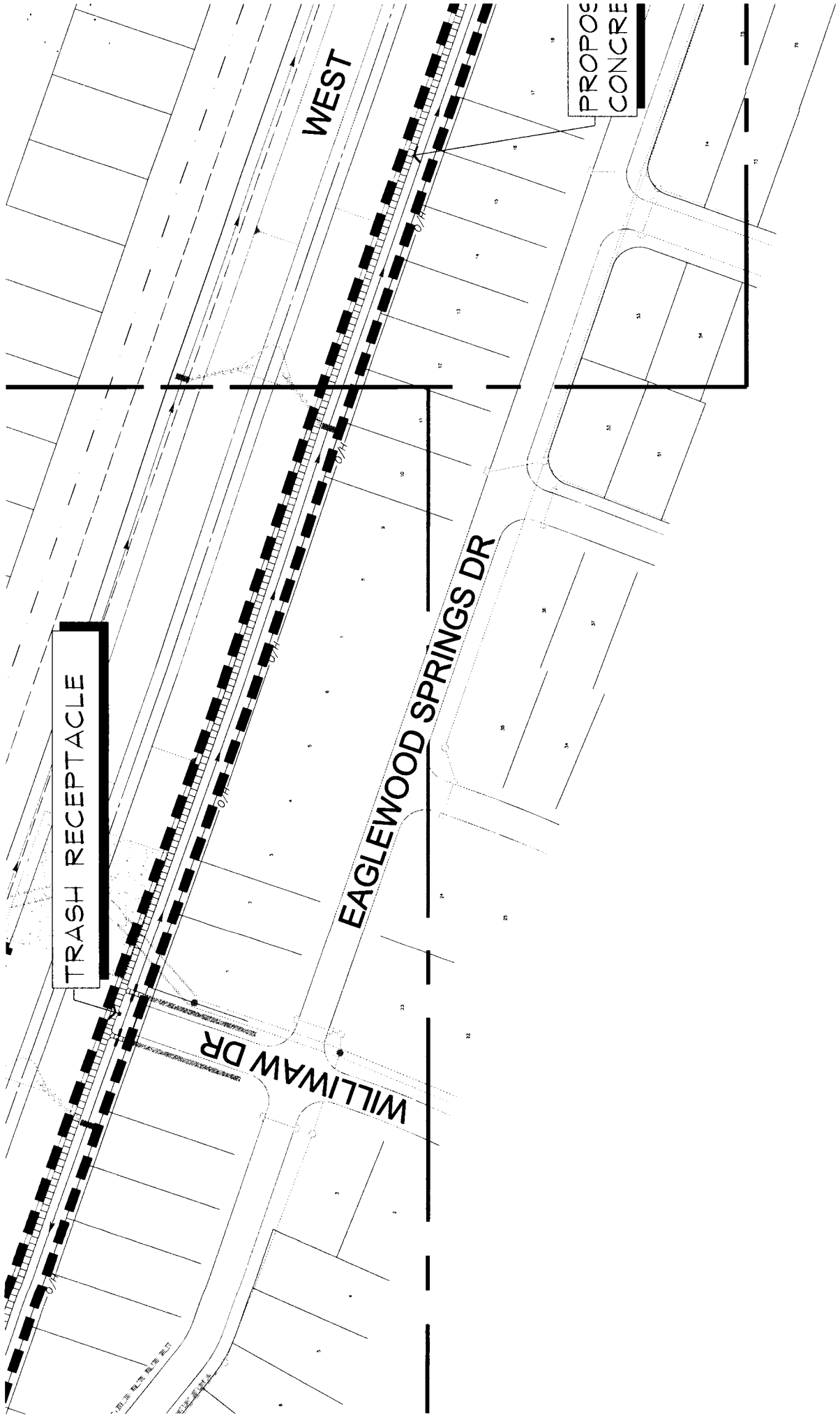
TRASH RECEPTACLE

WEST

PROPOSED
CONCRETE

EAGLEWOOD SPRINGS DR

WILLIAM DR



WEST KEEGANS BAYOU

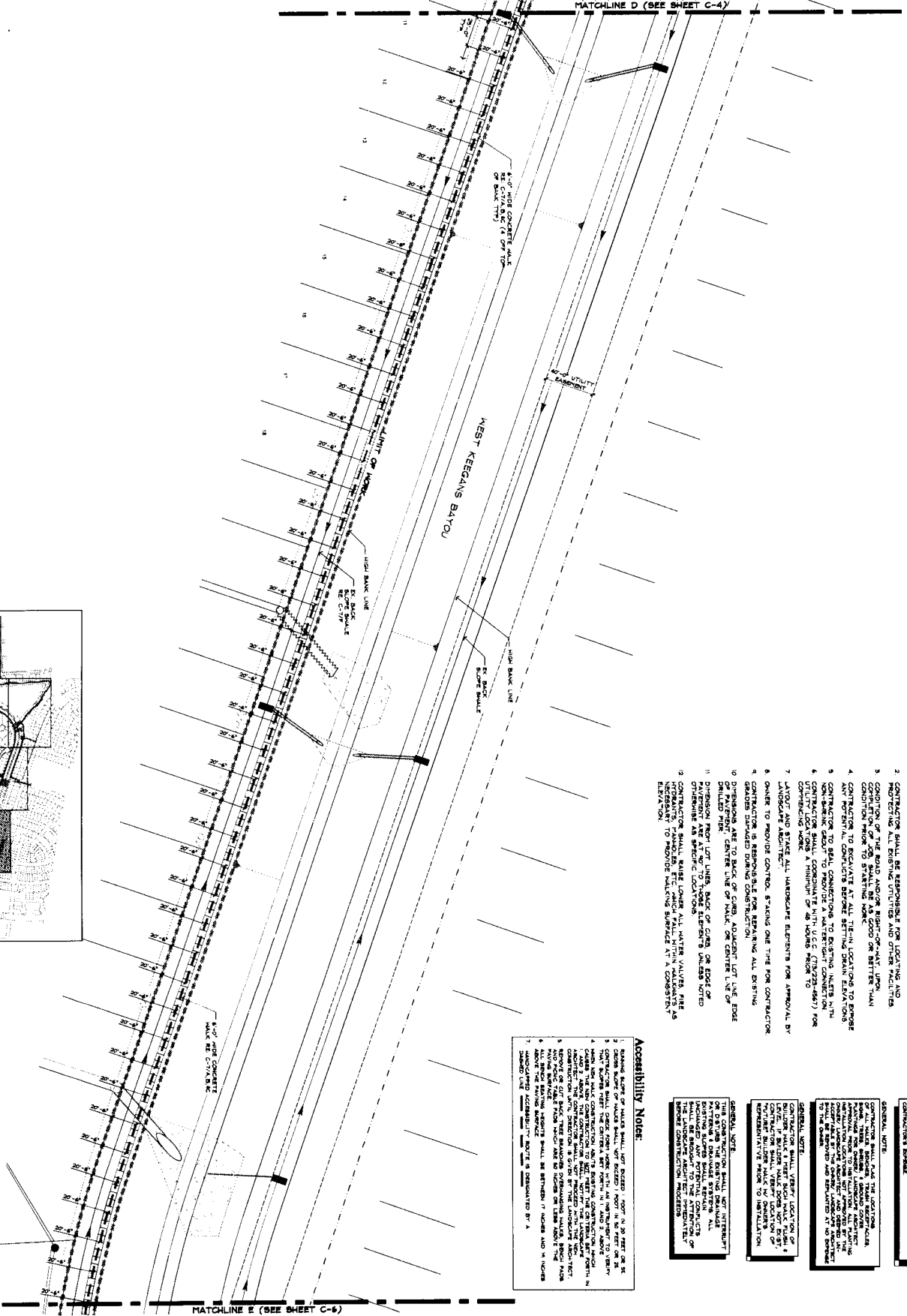
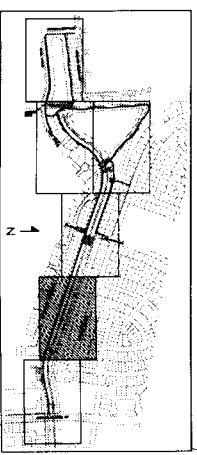
Hike and Bike Trails System Development

West Keegans Bayou Improvement District
Harris County

**Construction
Layout Plan**

Date: 7/2/09
 Scale: 1" = 30'-0"
 Job No: 159-00-02
 Revised:

C-5



- ### General Construction Notes:
1. CONTRACTOR TO OBTAIN ALL PERMITS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE PERMIT IS TO BE ISSUED IN THE OWNER'S NAME.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES AND OTHER FACILITIES.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE AS GOOD OR BETTER THAN CONDITION PRIOR TO STARTING WORK.
 4. CONTRACTOR TO EXCAVATE AT ALL THEIR LOCATIONS TO EXPOSE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR REPAIRING ALL NON-DRINKING QUALITY TO PROVIDE A WATERPROOF CONNECTION TO EXISTING UTILITIES.
 5. CONTRACTOR SHALL COORDINATE WITH U.S.C. (713)223-4847 FOR CONSTRUCTION WORK A MINIMUM OF 48 HOURS PRIOR TO STARTING WORK.
 6. CONTRACTOR SHALL MAINTAIN ALL HANDICAPPED ELEMENTS FOR APPROVAL BY LANDSCAPE ARCHITECT.
 7. OWNER TO PROVIDE CONTROL STAKES ONE TIME FOR CONTRACTOR.
 8. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR REPAIRING ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR REPAIRING ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR REPAIRING ALL EXISTING UTILITIES.
 9. CONTRACTOR SHALL MAINTAIN ALL HANDICAPPED ELEMENTS FOR APPROVAL BY LANDSCAPE ARCHITECT.
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 12. CONTRACTOR SHALL MAINTAIN ALL HANDICAPPED ELEMENTS FOR APPROVAL BY LANDSCAPE ARCHITECT.

- ### Accessibility Notes:
1. STANDARD WIDTH OF WALKWAY SHALL NOT EXCEED 48" OR 50" FROM ONE SIDE TO THE OTHER.
 2. CONTRACTOR SHALL CHECK FORMS WITH AN INDEPENDENT TO VERIFY THAT THE FORMS ARE CORRECTLY SET AND TO BE CORRECTED PRIOR TO POURING CONCRETE.
 3. CONTRACTOR SHALL MAINTAIN ALL HANDICAPPED ELEMENTS FOR APPROVAL BY LANDSCAPE ARCHITECT.
 4. CONTRACTOR SHALL MAINTAIN ALL HANDICAPPED ELEMENTS FOR APPROVAL BY LANDSCAPE ARCHITECT.
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SEALED
REGISTERED
PROFESSIONAL ENGINEER
STATE OF TEXAS
 No. 159-00-02
 DATE: 7/2/09

General Construction Notes:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE OWNER'S NAME.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UTILITIES AND SERVICES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE OWNER'S NAME.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE OWNER'S NAME.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE OWNER'S NAME.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE OWNER'S NAME.
7. LAYOUT AND STAKE ALL MARKERS PERMITS FOR APPROVAL BY THE OWNER'S NAME.
8. CONTRACTOR IS RESPONSIBLE FOR REMAINING ALL EXISTING UTILITIES AND SERVICES.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE OWNER'S NAME.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE OWNER'S NAME.
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Accessibility Note:

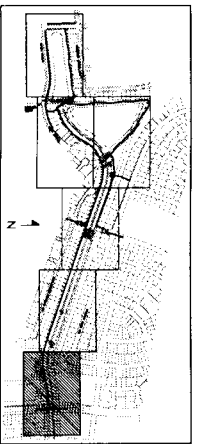
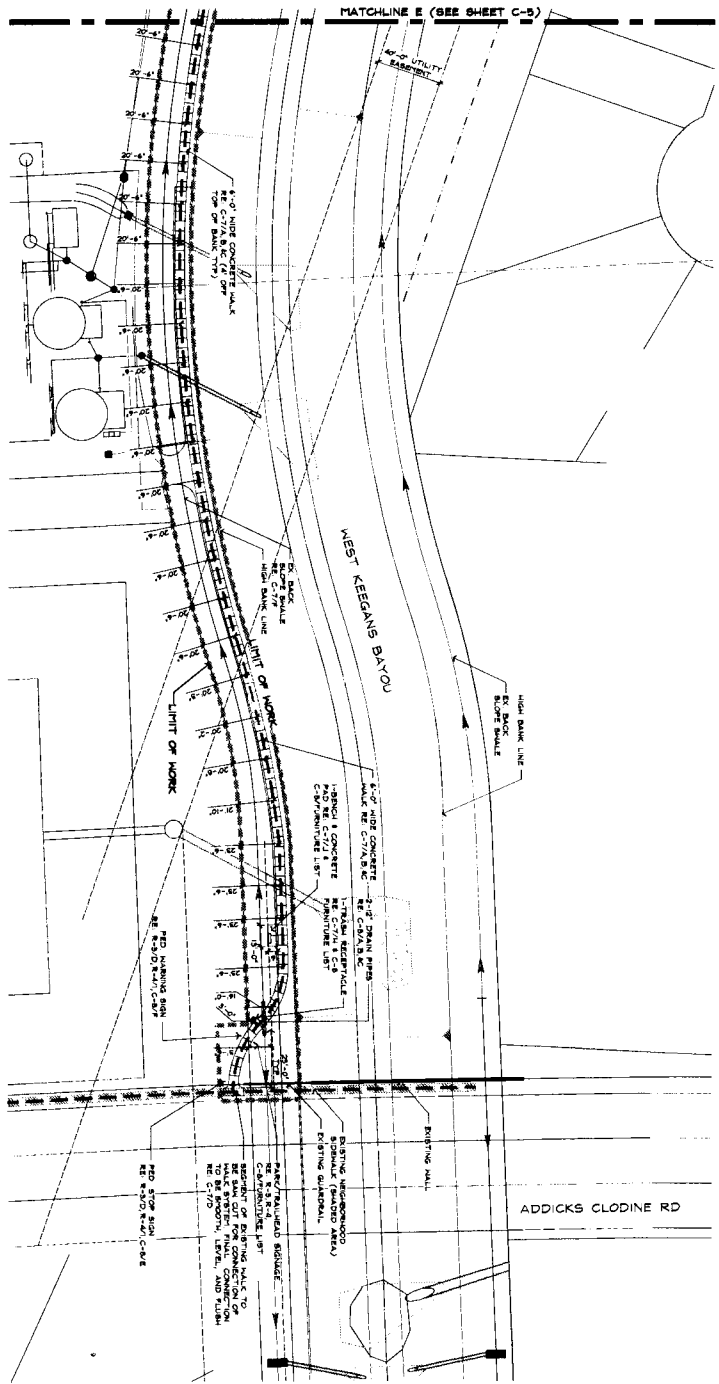
1. RUNNING SURFACE OF WALKWAY SHALL NOT EXCEED 1:100 IN 30 FEET OR 1:50 IN 15 FEET OR 1:25 IN 10 FEET OR 1:15 IN 5 FEET OR 1:10 IN 3 FEET OR 1:5 IN 2 FEET OR 1:2 IN 1 FOOT OR 1:1 IN 6 INCHES.
2. CURB RISES OF WALKWAY SHALL NOT EXCEED 1 FOOT IN 30 FEET OR 1:10 IN 10 FEET OR 1:5 IN 5 FEET OR 1:2 IN 3 FEET OR 1:1 IN 2 FEET OR 1:1 IN 6 INCHES.
3. CURB RISES OF DRIVEWAY SHALL NOT EXCEED 1 FOOT IN 30 FEET OR 1:10 IN 10 FEET OR 1:5 IN 5 FEET OR 1:2 IN 3 FEET OR 1:1 IN 2 FEET OR 1:1 IN 6 INCHES.
4. CURB RISES OF DRIVEWAY SHALL NOT EXCEED 1 FOOT IN 30 FEET OR 1:10 IN 10 FEET OR 1:5 IN 5 FEET OR 1:2 IN 3 FEET OR 1:1 IN 2 FEET OR 1:1 IN 6 INCHES.
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WEST KEEGANS BAYOU
Hike and Bike Trails System Development
 West Keegans Bayou Improvement District
 Harris County



WEST KEEGANS BAYOU IMPROVEMENT DISTRICT
ADDICKS CLODINE ROAD
 1500 WEST KEEGANS BAYOU, SUITE 4000
 HOUSTON, TEXAS 77056
 281.460.1111
 WWW.WKPID.COM

Construction
Layout Plan
 Date: 7/2/19
 Scale: 1" = 30'-0"
 Job No.: 195-08-02
 Sheet No.: C-6