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County and District understand and agree that each party is an Independent Contractor of the other party and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of District, and Districts employees, agents or assignees shall not be deemed for any purpose to be employees or agents of County.

II.
PURPOSE

The purpose of this Agreement is to provide the required maintenance for public use for the US 59/FM 762 Landscaping Project, a 44-acre project that will enhance the roadside scenery at a major interchange to the cities of Richmond and Rosenberg, hereinafter referred to as "the Project."

III.
TERM

The term of this Agreement will be from the date of final completion of the construction of the Project for a period of twenty (20) years. The term of this Agreement is dictated by the Advance Funding Agreement between County and TxDOT, which provides that the landscaping and other scenic beautification of the Project must be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment.

IV.
DISTRICT'S RESPONSIBILITIES

District agrees to provide the required maintenance of the Project, as provided in this Agreement, the Advance Funding Agreement between County and TxDOT - CSJ# 0027-12-137, and in TxDOT's Landscaping Maintenance Guidelines. For purposes of this Agreement, maintenance of the Project also includes providing water. District shall not be required to provide any services hereunder until District receives written notice from County, of completion of construction of the Project.

V.
COUNTY'S RESPONSIBILITIES

County agrees to provide assistance, as available, to District in performing maintenance of the Project. Such assistance shall be in the form of seeking alternative resources for the provision of labor of the Project, such as inmate labor and/or labor in the form of individuals ordered to complete a term of community supervision (probation).

VI.
DONATIONS

Either party may solicit and seek donations of materials and services required for the maintenance of the Project.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

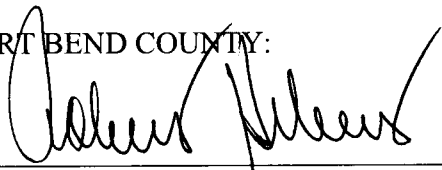
If to District:

West Fort Bend Management District
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

VIII.
EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.


FORT BEND COUNTY:



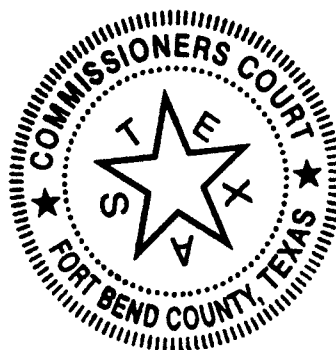
Robert Hebert, Fort Bend County Judge

Date June 28, 2011

Attest:



Dianne Wilson, Fort Bend County Clerk



WEST FORT BEND MANAGEMENT DISTRICT:



President, Board of Directors

Date 6/14/2011

Attest:



Secretary, Board of Directors