

**INTERLOCAL GOVERNMENTAL AGREEMENT  
FOR ROAD FACILITIES BY AND BETWEEN  
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 58 AND  
COUNTY OF FORT BEND, TEXAS**

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This INTERLOCAL GOVERNMENTAL AGREEMENT FOR ROAD FACILITIES (the "Agreement") is entered into by and between FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 58, a body politic and corporate and a political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended ("the District"), and the COUNTY OF FORT BEND, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court (the "County").

**RECITALS**

The County intends to fund and construct improvements to F.M. 1463 at existing Corditt Road to develop a 4-way intersection with proposed Cinco Trace Boulevard, as shown on Exhibit A attached hereto (the "Project").

The County has entered into or will enter into an Advance Funding Agreement for a Local Government to Construct an On-System Improvement with 50% to 100% Local Funds (CJS # 0188-10-016, District # 12-Houston, Code Chart, 64 #50080, Project: Cinco Trace Blvd.) with the State of Texas, acting by and through the Texas Department of Transportation, covering and describing the Project (the "TXDOT Agreement,") attached hereto as Exhibit A.

The District desires to assume all of the rights, duties, liabilities and obligations of the County under the TXDOT Agreement.

The Commissioners Court of the County finds that the Project contemplated in this Agreement serves a County purpose.

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

**AGREEMENT**

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

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

2. The County assigns to the District, and the District assumes and accepts, all of the rights, duties, liabilities and obligations of the County under the TXDOT Agreement, including, without limitation, the obligations to fund and construct the Project as required under the TXDOT Agreement in the amount of \$950,906.07, or as modified between the County and TXDOT.

3. The District shall maintain all records required to be maintained under the TXDOT Agreement, and shall provide the County with copies of such records within 30 days of receipt of a written request from the County. The District shall provide the County with Project progress reports at intervals determined by County, but not more frequent than monthly.

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

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

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

If to Fort Bend County:

Fort Bend County  
D. Jesse Hegemier, County Engineer  
1124-52 Blume Road  
Rosenberg, Texas 77471


If to the District:

Fort Bend County Municipal Utility District No. 58  
c/o Mr. Jim Boone  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

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

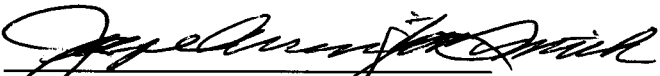
WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW. This Interlocal Agreement shall be effective on the dated signed by the final party:

FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 58

By:   
President, Board of Directors

Date: 8/31/11

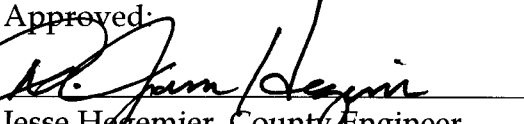
ATTEST:


By:   
Secretary, Board of Directors

FORT BEND COUNTY, TEXAS

  
Robert Hebert, Fort Bend County Judge

Date: 9-6-2011

Approved:   
Jesse Hegemier, County Engineer

ATTEST:   
Dianne Wilson, Fort Bend County Clerk

