



Neither County nor Corporation intends for any third party to obtain a right by virtue of this Agreement.

II.  
PURPOSE

The purpose of this Project is for the Corporation to provide to County a portion of the local match required by the Texas Department of Transportation (“TxDOT”) under the Advance Funding Agreement for a Transportation Enhancement Project for the US 59/FM 762 Landscaping Project, hereinafter referred to as “the Project.”

III.  
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until the Project is complete.

IV.  
PROJECT DESCRIPTION AND LOCATION

The Project contemplated by this Project Agreement consists of environmental documentation, engineering plans, specifications, and estimates, storm water pollution prevention plan, land survey, permits, biodegradable erosion control logs, silt fencing, earthwork, grading, and drainage to landscape 44 acres at the cloverleaf intersection of US 59 and FM 762, including on/off ramps. Landscape/reforestation improvements shall include soil amendments, bed preparation, ground cover, shrubs, wildflower seeding, ornamental grasses (love grass, hydroseed bermuda, and dwarf pampass), fertilizers, mulching, and tree planting (red maple/ red oak/ nuttall oak, and montezuma cypress from 1- to 30-gallons). Additional landscape elements include landscape banding/edging, foliar spray for trees, extended fertilization of seeded areas (twice in the first year after planting), a rainwater collection/irrigation system with supplemental watering plan, solar collectors, solar pump for rain tank, rain sensors, soil moisture sensors, drip emitters, drip line, water main, gate valves and valve box. The Project will be designed and constructed in accordance with State standards, Project number designated by TxDOT as CSJ 0027-12-137.

V.  
COUNTY’S RESPONSIBILITIES

County has contracted with TxDOT to provide a Local Participation Match in the amount of \$312,021, and provide maintenance for the Project upon completion for a period of not less than twenty (20) years.

County has entered into an Interlocal Agreement with the West Fort Bend Management District (“District”) for the District to provide the maintenance required by TxDOT for a period of twenty (20) years.

Upon completion of the Project, but no later than 90 days after the completion, County shall furnish Corporation with complete documentation and a full accounting of the funds expended on the Project. Corporation may review County’s records regarding this Project by providing written notice to County.

In the event the Project is not completed by County in accordance with Advance Funding Agreement with TxDOT, County shall refund Corporation all funds provided under this Agreement.

VI.  
CORPORATION’S RESPONSIBILITIES

Corporation agrees to provide to County the amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) for the County to use toward the \$312,021 Local Participation Match for the Project. Corporation shall provide the funding to County within thirty (30) days of Corporation’s execution of this Agreement.

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 Corporation:

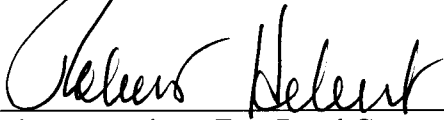
Rosenberg Development Corporation  
P.O. Box 32  
Rosenberg, Texas 77471  
Attention: Executive Director

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

VIII.  
EXECUTION

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

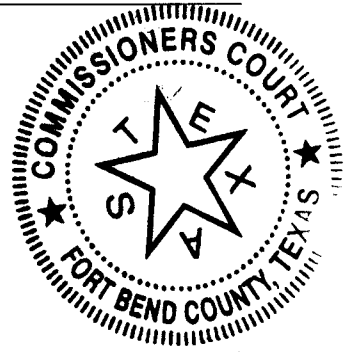
FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert E. Hebert, Fort Bend County Judge

11-22-2011  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
Dianne Wilson, Fort Bend County Clerk

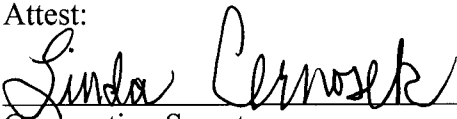


ROSENBERG DEVELOPMENT CORPORATION:

  
\_\_\_\_\_  
President

11-2-11  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
Corporation Secretary

