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District and LID 2 understand and agree that LID 2 is an independent contractor and that at no time will LID 2's employees, agents or assignees be deemed for any purpose to be employees or agents of District.

II.
PURPOSE

The purpose of this Project is for District to provide assistance to LID 2 for certain cleaning of LID 2's lake and/or detention ponds.

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until December 31, 2013 or until the Project is completed, whichever is sooner. However, either party may terminate this Project Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as the District's assistance to LID 2 for certain cleaning of LID 2's lake and/or detention ponds (the "Project").

V.
PROJECT LOCATION

The location for the Project is Commonwealth Blvd located in Sugar Land, Fort Bend County, Texas ("Project Site").

VI.
SCOPE OF WORK

LID 2 shall provide to District a written request for assistance with the Project. District agrees to provide for the removal of a maximum of 10,000 cubic yards of dirt, one (1) track hoe and one (1) bull dozer for a period of six (6) to seven (7) weeks. Additionally, District agrees to provide up to 480 equipment hours at \$35.00 per hour, up to 480 man hours of labor at \$15.00 per hour, and up to \$0.00 in cash to LID 2, for a total expenditure not to exceed **\$24,000**.

LID 2 will provide access to the Project Site in a manner that will be sufficient to allow District personnel to work in a continuous, uninterrupted manner. If necessary, LID 2 will provide sufficient labor and equipment to haul any materials excavated and loaded onto LID 2 trucks by District.

If necessary, LID 2 will, at its sole cost and expense, be responsible for the design of the Project. If necessary, LID 2 will furnish to District plans that establish grades and the size of any channels and any associated structures District is responsible for constructing. If necessary, LID 2 will furnish to District the initial on-ground survey alignment; ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

LID 2 will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

LID 2 agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

LID 2 will notify District within ten (10) days of the completion of the Project of any complaints that LID 2 may have regarding the Project. Upon completion of the Project, LID 2 will, at its sole expense, be responsible for the maintenance of the Project.

VII. MISCELLANEOUS

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

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

LID 2 agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend District Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend District Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; LID 2 and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The District Chief Engineer, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Project Agreement and any and all questions as to the acceptable fulfillment of this Project Agreement.

It is expressly understood and agreed that this Project 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 Drainage District:

Mark Vogler, PE
Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, Texas 77471

If to LID 2:

John G. Cannon
Coats, Rose, Yale, Ryman & Lee, P.C.
3 E. Greenway Plaza, Suite 2000
Houston, Texas 77046

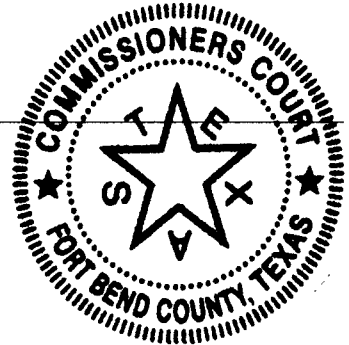
IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY DRAINAGE DISTRICT:

Robert Hebert 12-11-2012
Robert Hebert, County Judge Date

Attest:

Dianne Wilson
Dianne Wilson, Fort Bend County Clerk



APPROVED:

By: *Mark Vogler*
Mark Vogler, PE
Fort Bend County Drainage District

12/11/12
Date

FIRST COLONY LEVEE IMPROVEMENT DISTRICT NO. 2

Ronald J. Frerich
Signature

DEC 4, 2012
Date

RON FRERICH PRESIDENT
Printed Name & Title

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$24,000.00 to accomplish and pay the obligation of Fort Bend County Drainage District under this Project Agreement.

Ed Sturdivant
Ed Sturdivant, Fort Bend District Auditor