

INTERLOCAL AGREEMENT BY AND BETWEEN
CINCO MUNICIPAL UTILITY DISTRICT NO. 8
AND
FORT BEND COUNTY, TEXAS
(Annexation of 10.78-Acre Tract)

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

This Interlocal Agreement is made and entered into pursuant to the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, by and between Cinco Municipal Utility District No. 8 (the "District"), a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Texas Constitution, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended, and acting by and through its Board of Directors (the "Board"), and Fort Bend County, Texas (the "County"), a body corporate and politic, acting by and through its Commissioners Court.

WHEREAS, the District is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, the County is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, the County desires to develop a 10.78-acre property owned by the County (the "Property") into a Park and Ride and Bus Maintenance Facility;

WHEREAS, the Property is located north of the Westpark Tollway (FM 1093), east of Mason Road, west of Houghton Road, and south of the George Bush Park Levee Road, as described in the attached Exhibit "A".

WHEREAS, the District desires to enter into an Interlocal Agreement with the County to annex the Property (the "Annexation Project"); and

WHEREAS, the County desires to enter into an Interlocal Agreement with the District to have the Property annexed by the District.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

ARTICLE I
BASIC TERMS

The County agrees to assist the District with certain governmental functions and

services related to the Annexation Project. The parties agree that the County must be specifically authorized by law to individually and independently perform the agreed upon governmental function or service on its own.

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ARTICLE II SPECIFIC TERMS

Section 1. The Board has agreed to act favorably on the proposed annexation if the following conditions are met:

- (a) The District's Engineer determines, through a feasibility study, that the annexation and development of the Property will be feasible.
- (b) The District's Financial Advisor determines that the annexation and development of the Property will not adversely affect the District's financial condition, including its tax rate.
- (c) If the District's Engineer determines that the annexation and development of the Property will be feasible and the District's Financial Advisor determines that the annexation and development of the Property will not adversely affect the District's financial condition, the County will make a written request for the District to commence annexation proceedings and will advance funds to pay for the legal and engineering costs necessary to accomplish the annexation of the Property, including the cost to amend the existing agreement to establish the service area of Cinco Municipal Utility District No. 1 (the "Master District"). The County will make an initial advance of \$20,000.00 to complete the annexation, including any necessary costs related to the required boundary descriptions. The County may provide additional amounts to complete the annexation if agreed upon in writing by the parties. The District will have no obligation to complete the annexation if the County elects not to pay all legal and engineering costs necessary to accomplish the annexation of the Property.
- (d) It is understood that any funds advanced by the County to the District will be deposited into an interest-bearing account by the District. The interest earned by the funds in the account will be retained in the account for use against the costs of annexation noted above; however, the County may, by written notice, terminate the annexation process at any time prior to the adoption of an Order Annexing Land and Redefining Boundaries of the District, and the County will be repaid the balance of the unused funds in

the account. It is agreed that if the annexation fails to occur, for whatever reason, the County will bear all costs incurred by the District in connection with the annexation process, not to exceed those funds previously advanced by the County

- (e) The County will promptly execute all the documents necessary to accomplish the annexation.

Section 2. The County hereby understands and agrees to the following provided the annexation occurs:

- (a) The District will provide water supply and wastewater treatment capacity to the Property only if the County pays for the costs of the water supply and wastewater treatment capacity and for the construction of the underground utilities for the Property. These costs will be addressed in a separate construction funding Interlocal Agreement between the District and the County.
- (b) The District will reserve water plant and wastewater treatment capacity with the Master District for the Property if and only if the annexation occurs. The County will pay the tap fees and sewer inspection fees at the amounts set forth in the District's then-current Rate Order as the taps are requested, and the fees and charges assessed by the Master District.
- (c) The County agrees to furnish the Board of Directors of the District with copies of the plans for the development of the Property (or a portion thereof) prepared for that purpose by the architect or engineer engaged in drawing up such plans. The County understands that the District cannot serve the Property (or a portion thereof) until a plat for the development has been approved by the City of Houston, Fort Bend County, and any other regulatory agencies having jurisdiction. Evidence of recording of the plat must be provided before service as committed herein can be commenced.

ARTICLE III COMPENSATION

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, Section 52 of the Texas Constitution.

ARTICLE IV CURRENT REVENUES

The party paying for the performance of the governmental function or service

must make the payments from current revenues available to the paying party.

ARTICLE V
TERM

The term of this Agreement shall be effective from the date executed by the last party hereto for a term of one (1) year, with automatic one (1) year renewals unless terminated earlier by either party upon thirty (30) days' written notice.

ARTICLE VI
MISCELLANEOUS

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

Both parties waive liability for causes beyond the parties' control, not the result of negligence. Venue for all purposes is Fort Bend County, Texas.

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

If to the County:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attention: Robert E. Hebert, County Judge

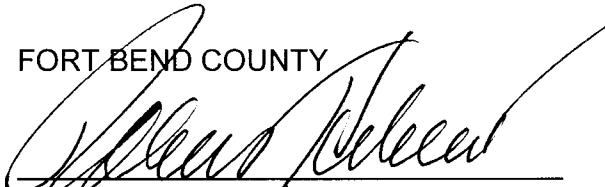
If to the District:

Cinco Municipal Utility District No. 8
c/o Coats, Rose, Yale, Ryman & Lee, P.C.
3 E. Greenway Plaza, Suite 2000
Houston, Texas 77046-0307
Attention: W. Dickinson Yale, Jr.

[EXECUTION PAGE FOLLOWS]

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

FORT BEND COUNTY

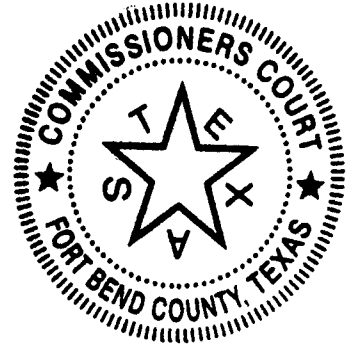

Robert E. Hebert, County Judge

Date: July 9, 2013


Attest:


Dianne Wilson, County Clerk

(COUNTY SEAL)



CINCO MUNICIPAL UTILITY DISTRICT NO. 8


Doug Brewer
President, Board of Directors

Date: June 25, 2013

Attest:


Mark Baird
Secretary, Board of Directors

(DISTRICT SEAL)



EXHIBIT "A"

DESCRIPTION OF THE 10.78-ACRE PROPERTY

4850-0306-1267, v. 2

Exhibit A

**METES AND BOUNDS DESCRIPTION
OF 10.78 ACRES OF LAND
OUT OF THE H. D. BROWN SURVEY, A-406
FORT BEND COUNTY, TEXAS**

All that certain 10.78 acres of land out of the 71.3364 acre tract described in the deed from James W. Smith, Jr., Trustee to Rodman S. Peddie, et al, recorded under Volume 659, Page 127 in the Deed Records of Fort Bend County, Texas, out of the H. D. Brown Survey, A-406, Fort Bend County, Texas, and being more particularly described by metes and bounds as follows: (All bearings based on the record bearing of N 84° 46' 46" E in the north line of said 71.3364 acre tract);

Commencing at a Corps of Engineers concrete monument found for the southeast corner of the 42.2 acre tract of land described in the Final Judgement to the United States of America, recorded under Volume 225, Page 26, in the Deed Records of Fort Bend County, Texas; Thence S 84° 46' 46" W - 592.75' along the south line of said 42.2 acre tract to a 1/2" iron pipe found for the northeast corner and POINT OF BEGINNING of the herein described tract in the north line of the aforesaid 71.3364 acre tract;

THENCE S 13° 44' 52" E - 736.05' along the west line of the 7.681 acre tract of land described in the deed from Lloyd Estate Trustee to Houston Lighting & Power Company, recorded under Volume 739, Page 571 in the Deed Records of Fort Bend County, Texas, to a 1/2" iron pipe found for the southeast corner of the herein described tract in the north right-of-way line of State F.M. Highway 1093 (100' R.O.W.);

THENCE S 84° 58' 55" W - 702.29' along said north right-of-way line to a 5/8" iron rod set for the southwest corner of the herein described tract;

THENCE N 05° 01' 05" W - 725.44' to a 5/8" iron rod set for the northwest corner of the herein described tract in the aforesaid north line of the 71.3364 acre tract;

THENCE N 84° 46' 46" E - 590.59' along said north line to the POINT OF BEGINNING of the herein described tract and containing 10.78 acres (469,700 square feet) of land.

Prepared by:
G.P. SURVEYORS
a division of
Pate Engineers, Inc.

Job No. 279-002-52
Original Issue date:
December 10, 1992

Certification Date
December 10, 1992

THIS LEGAL DESCRIPTION IS BASED ON THE SURVEY BY G.P. SURVEYORS CERTIFIED
DECEMBER 10, 1992.

Rec: County Attorney

2476 1407

FILED

'92 DEC 23 P2:48

Shirley Wilson
COUNTY CLERK
FORT BEND COUNTY, TEX.

STATE OF TEXAS COUNTY OF FORT BEND
I, *Shirley Wilson*, County Clerk, do hereby certify that this instrument was filed up
by *Shirley Wilson* and was stamped for filing by me and was
duly recorded in the volume and page of the Official
Records of Fort Bend County, Texas, as stamped by
me.

DEC 29 1992



Shirley Wilson
County Clerk, Fort Bend Co., Tex.