

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

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement for the Low Impact Development (the "Agreement"), effective as of the 23 day of September, 2014, is entered into by **Fort Bend County**, a body corporate and politic, acting by and through its Commissioners Court (the "County"), **Fort Bend County Municipal Utility District No. 206**, a political subdivision of the State of Texas ("FB 206") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, low impact development is an approach to addressing the increase in storm water run-off generated by development ("Low Impact Development") that is a viable alternative to the traditional storm sewer and detention basin method;

WHEREAS, the Fort Bend County Commissioners Court ("Commissioners Court") is interested in the application of Low Impact Development within its jurisdiction in Fort Bend County (the "County"), but has not adopted its own Low Impact Development design criteria; and

WHEREAS, the Camellia development, formerly referred to as the Victorian Gardens development (the “Development”), within the boundaries of proposed FB 206, has requested to be considered a Low Impact Development pilot project for the County;

WHEREAS, Edminster Hinshaw Russ & Associates, Inc., the engineer for the Development, has provided the County with a detailed hydrology impact study demonstrating that the proposed Low Impact Development design will have no adverse impacts to the hydrology of the receiving stream, West Keegans Bayou;

WHEREAS, the Commissioners Court ordered by resolution passed on November 13, 2012, that the Development shall be a Low Impact Development pilot project within the County (the "Project") and shall be in general conformance with the Low Impact Development Guidelines adopted by Harris County, as amended, for purposes of the Development;

WHEREAS, the City of Houston approved FB 206's preliminary plat, including a variance for an over-sized right-of-way within the Project;

WHEREAS, the Parties agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each Party will make that performance or those payments from current revenues legally available to that Party;

WHEREAS, the Parties affirmatively find that the performance of this Agreement is in the common interest of all Parties, that undertaking this Agreement will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing Party for its services or functions performed under this Agreement;

WHEREAS, the Parties are political subdivisions of the State of Texas and are authorized to provide certain governmental functions; and

WHEREAS, the Parties wish to enter into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code, to provide for the shared costs for the Project.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties contract and agree as follows:

Section 1. Scope of the Project. The scope of the Project for purposes of the Agreement consists of the construction of the concrete paving of the streets and the installation of drainage facilities consistent with the Low Impact Development Guidelines adopted by Harris County (the "Improvements") located within the boundaries of the subdivision plat as described on Exhibit A, attached hereto and incorporated herein for all purposes.

Section 2. FB 206's Responsibilities.

a. FB 206 shall begin construction of the Improvements within one (1) year of execution of this Agreement.

b. FB 206 shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Improvements in accordance with County requirements. Administration of the contract includes the responsibility for construction contract administration and monitoring and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.

c. Upon completion of the Improvements, FB 206 shall convey to County and County shall own the entire road rights of way containing the Project, as shown on Exhibit A.

d. FB 206 shall be responsible for maintenance of the drainage facilities within the Project, located within the right of way.

Section 3. County's Responsibilities.

a. Upon completion of the Improvements after expiration of one (1) year of maintenance by FB 206, and upon FB 206 successfully completing all requirements necessary for acceptance into the County Road Maintenance System under the County's Procedures for General Acceptance of Improvements, the County shall be responsible for maintenance of the pavement and all other portions of the right of way, except for the drainage facilities referred to in Section 2.

b. County shall be responsible for administering its permitting process for all utilities and any other proposed use of the entire right of way. The County will not permit any such uses that would impair the use or function of FB 206's drainage facilities.

Section 4. Notices. All notices, requests, demands and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

If to the FB206: Fort Bend County Municipal Utility District No. 206
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Alia Vinson
avinson@abhr.com
Tel: (713) 860-6449
Fax: (713) 860-6649

If to the County: Fort Bend County Engineer
301 Jackson Street
Richmond, Texas 77469
Attn: Richard Stolleis
Richard.Stolleis@fortbendcountytexas.gov
Tel: (281) 633-7500
Fax: (281) 342-7366

With a copy to:
Fort Bend County Judge
401 Jackson Street
Richmond, Texas 77469
Attn: The Honorable Robert Hebert
Robert.Hebert@fortbendcountytexas.gov
Tel: (281) 341-8608
Fax: (281) 341-8609

Section 5. Term and Termination. The term of this Agreement will be from the date of execution by the last party hereto until midnight on December 30, 2015. Unless either Party gives written notice to the other Party (at least thirty (30) days prior to the expiration date of the currently effective Agreement) of the Party's intent to terminate the Agreement, this Agreement will automatically renew annually by extending the termination date one (1) year from the prior term's date, upon the same terms and conditions as are provided for in this Agreement. The maintenance obligations provided for in Section 2 and Section 3 of this Agreement, shall survive the term of this Agreement.

Section 6. Default and Remedies.

a. A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

b. Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify the Party alleged to have failed to perform of the alleged failure, in writing, and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice.

c. Upon a breach of this Agreement, the non-defaulting party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

d. Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes] labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

e. In addition to any other right or remedy available to the Parties pursuant to this Agreement, in the event of a default or a breach by any Party under this Agreement which continues for thirty (30) days after written notice to the Party alleged to have defaulted or breached and the failure of the Party alleged to have defaulted or breached to cure or diligently proceed to cure such breach to the complaining Party's reasonable satisfaction, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.

Section 7. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties concerning the Improvements and the Project. There have been and are no agreements, covenants, representations, or warranties between the Parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any Party unless reduced to writing and signed by the Parties.

Section 8. Merger. This Agreement is the entire agreement among the Parties with respect to the subject matter hereof and, as to such matters, this Agreement sets forth all the promises and agreements among the Parties and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, expressed or implied, oral or written.

Section 9. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of FB 206 and the County and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of FB 206 or the County.

Section 10. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the Parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

Section 11. Successors and Assigns. This Agreement shall apply to and be binding upon the Parties hereto and their respective officers, directors, successors, and assigns. This Agreement and any of the rights obtained hereunder are not assignable by any Party hereto without the express written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 12. Authorization. Each Party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such Party is legally bound to obtain authorization; (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject; and (iii) this Agreement is a binding and enforceable agreement on its part.

Section 13. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Fort Bend County.

Section 14. Effective Date. This Agreement will be effective as of the date of the execution by the last Party to execute this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

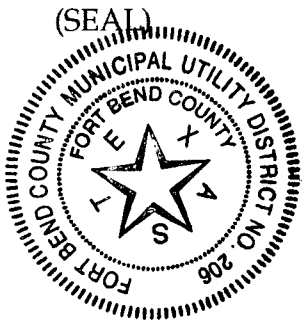
FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 206

By: [Signature]
Vice President, Board of Directors

Date: 5/13/14

ATTEST:

[Signature]
Secretary, Board of Directors



FORT BEND COUNTY, TEXAS

By: _____

Robert E. Hebert, County Judge

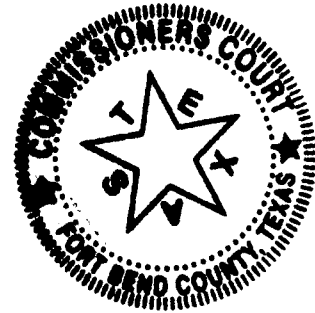
Date: _____

9-23-14

ATTEST:

Dianne Wilson, County Clerk

(SEAL)



REVIEWED:

Richard Stolleis

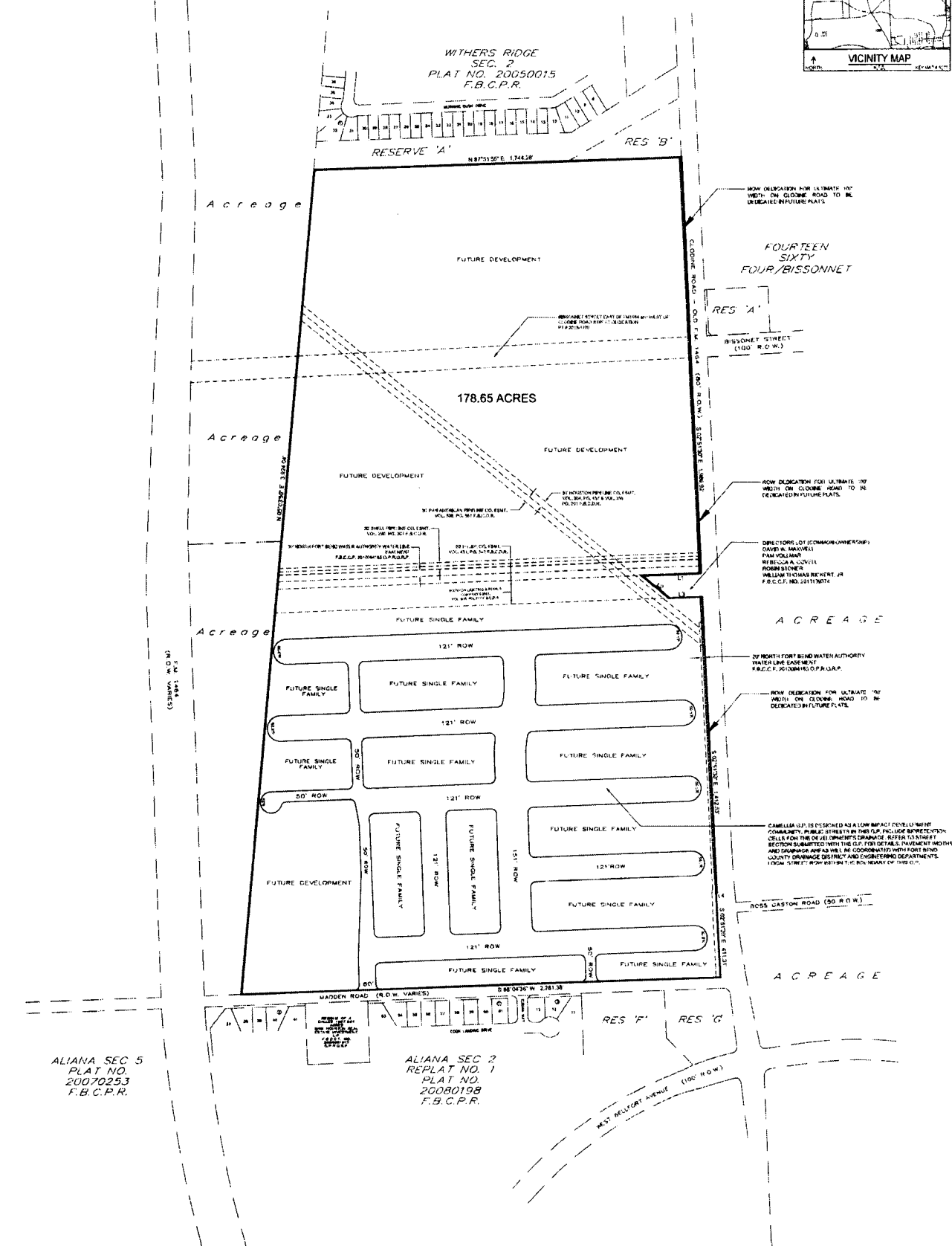
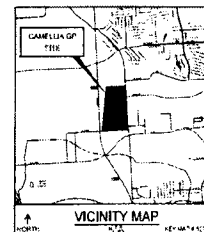
Fort Bend County Engineer

Exhibit List:

Exhibit A - Map of the Project

DISCLAIMER: THIS GENERAL PLAN HAS NOT YET BEEN GRANTED FINAL APPROVAL FROM THE CITY OF HOUSTON PLANNING COMMISSION, AND MAY BE SUBJECT TO CHANGE.

LINE TABLE		
LINE	ANGLE	DISTANCE
L1	S 87°54'49" W	281.95'
L2	S 51°12'05" E	168.31'
L3	N 87°51'08" E	156.18'
L4	S 86°07'00" W	4.00'



Being 179.7 acres out of the A.M. Clopper Survey, A-152, Fort Bend County, Texas.
Owner: Academy Development

February 10, 2014



EHRA

Figure 1 is a plan view of the test facility. It shows a rectangular area with dimensions 170, 200, and 400. A scale bar indicates 15-2000. A north arrow is present.