

INTERLOCAL GOVERNMENTAL AGREEMENT
FOR TREE PURCHASE AND DELIVERY SERVICES BY AND AMONG
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 185,
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1,
AND
FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF FORT BEND

This INTERLOCAL GOVERNMENTAL AGREEMENT FOR TREE PURCHASE AND DELIVERY SERVICES (the "Agreement") is entered into by and among FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 185, 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"), FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1, a body corporate and politic acting herein by and through its Board of Directors (the "CAD"), and FORT BEND COUNTY, TEXAS, a body corporate and politic acting herein by and through its Commissioners Court (the "County") (collectively "the Parties").

RECITALS

WHEREAS, pursuant to Chapter 49 of the Texas Water Code, as amended, the District has the authority to construct, improve or extend parks and recreational facilities for their residents and in connection therewith has decided to plant trees and landscaping improvements within the median of Falcon Landing Boulevard, a road maintained by the County, in certain locations adjacent to the District, and along the high bank of a detention pond adjacent to such road (the "Project");

WHEREAS, pursuant to Chapter 387 of the Texas Local Government Code, as amended, the CAD has the authority to fund, among other things, the construction, maintenance or improvement of certain roads or highways within its boundaries;

WHEREAS, the County desires that the District proceed with the Project and has agreed to coordinate efforts with the CAD to deliver to the District, for use in connection with the Project, up to 150 live oak trees, having an approximate 6" caliper width measured at six (6) feet above the ground (the "Trees") upon the terms and conditions herein, it being understood that the County desires that the portion of Falcon Landing Boulevard included in the Project be landscaped and maintained as proposed by the District.

The District, the CAD, and the County have determined that it is in the best interest of their respective residents for the Parties to jointly participate in the Project and the Parties desire to enter into a definitive interlocal government agreement pursuant to Chapter 791 of the Texas Government Code, as amended, to specify the terms and conditions under which the District will receive Trees for the Project from the CAD and the County.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the District, the CAD, and the County contract and agree as follows:

Section 1. Design. Plans and specifications for the construction of the Project will be prepared by the District.

Section 2. Trees. Upon request of the District, the County will coordinate efforts with the CAD to use the CAD's equipment to deliver up to 150 Trees to the District for the Project at no cost to the District. The District will determine the number of Trees needed for the Project. The CAD and the County will deliver the Trees at the site of the Project in a living condition, with their roots contained in a burlap "ball" and the CAD and/or the County will dig a hole for such trees in the locations designated by the District, and the CAD and/or the County will plant the Trees in locations designated by the District, as shown on Exhibit "A" attached hereto.

Section 3. Ownership, Operations and Maintenance. Upon completion of the Project, the District will own, operate, and maintain the Project, including the installation and operation of irrigation lines to serve the Project, at its sole cost and expense, in accordance with the requirements of all laws, rules and regulations applicable to the Project.

Section 4. Termination of Agreement. This Agreement is subject to termination by the Parties if construction of the Project does not begin within twelve (12) months from the effective date of this Agreement. Otherwise, this Agreement is to remain in full force and effect until final completion of the Project.

Section 5. Address and Notices. All notices provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (ii) by delivering the same in person to such party, (iii) by prepaid telegram or telex; or (iv) by facsimile transmission. Notice given by mail shall be effective upon deposit in the United States mail system. Notice given in any other manner shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to the District: Fort Bend County Municipal Utility District No. 185
 c/o Coats Rose, P.C.
 9 Greenway Plaza, Suite 1000
 Houston, Texas 77046
 Attention: John G. Cannon

If to the CAD: Fort Bend County Assistance District No. 1
 401 Jackson St.
 Richmond, Texas 77469
 Attention: County Judge

If to the County: Fort Bend County, Texas
401 Jackson St.
Richmond, Texas 77469
Attention: County Judge

Any party hereto may change its address for notice by giving seven (7) days prior written notice to the other parties.

Section 6. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the District and the County concerning 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 7. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the District, the CAD, and the County and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the District or the County.

Section 8. 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 9. 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.

Section 10. 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 11. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Section 12. Effective Date. This Agreement will be effective as of the date and year first above written.

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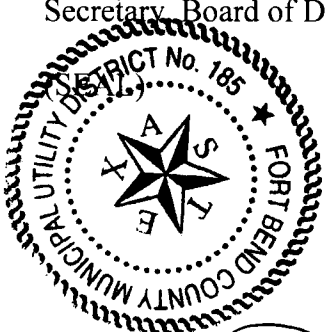
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written herein.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 185

By: *Ed A. Shuman*
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors



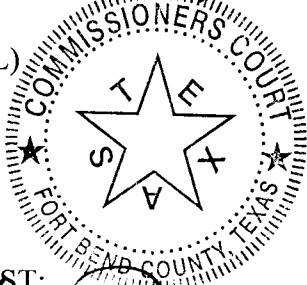
FORT BEND COUNTY ASSISTANCE
DISTRICT NO. 1

By: *KP George*
KP George, County Judge

ATTEST:

Laura Richard
Laura Richard, County Clerk

(SEAL)



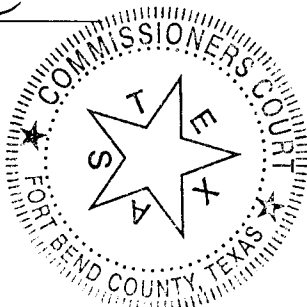
FORT BEND COUNTY, TEXAS

By: *KP George*
KP George, County Judge

ATTEST:

Laura Richard
Laura Richard, County Clerk

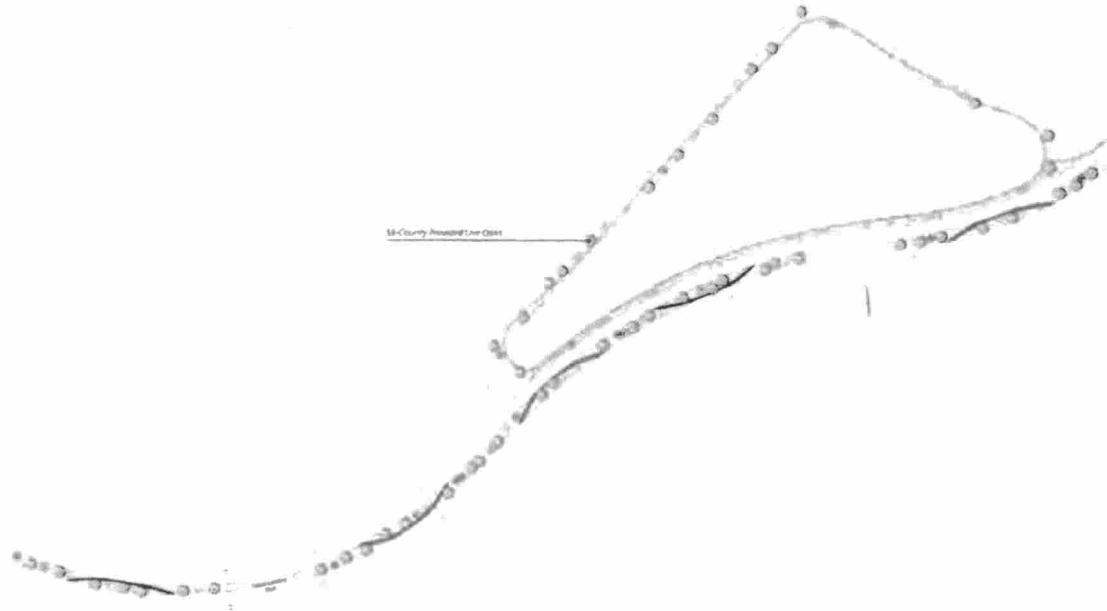
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Agreed as to Form:

By: _____

EXHIBIT "A"



RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.