



**REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY
MEETING AGENDA**

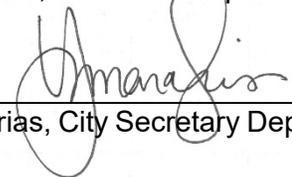
Notice is hereby given of a meeting of the Board of Directors of Reinvestment Zone Number Two, City of Missouri City to be held on **April 30, 2020**, at **3:00 p.m.** via teleconference at: 281-403-8985, for the purpose of considering the following agenda items. All agenda items are subject to action. The Board of Directors reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. ROLL CALL
2. Public comment.
3. Consider authorizing a reimbursement to Fort Bend County for Vicksburg Boulevard road improvements.
4. ADJOURN

In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending Reinvestment Zone Number Two, City of Missouri City meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Maria Jackson, City Secretary, at 281.403.8685.

CERTIFICATION

I certify that a copy of the April 30, 2020, agenda of items to be considered by Reinvestment Zone Number Two, City of Missouri City was posted on the City Hall bulletin board on April 27, 2020 at 3:00 p.m.



Yomara Frias, City Secretary Department

I certify that the attached notice and agenda of items for consideration by the Board of Directors was removed by me from the City Hall bulletin board on the _____ day of _____, 2020.

Signed: _____

Title: _____



AGENDA ITEM COVER MEMO

April 30, 2020

To: Board of Directors of Reinvestment Zone Number Two

Agenda Item: Consider authorizing a reimbursement to Fort Bend County from TIRZ No. 2

Submitted by: Allena Portis, Director of Financial Services

SYNOPSIS

On December 31, 2013, the City entered into an interlocal agreement for regional road improvements with Fort Bend County; Tax Increment Reinvestment Zone (TIRZ) No. 2; Missouri City Development Authority; Fort Bend County Municipal Utility District No. 47 and Fort Bend County Municipal Utility District No. 48 (MUDs). The agreement provided for shared costs of the expansion and improvement of Vicksburg Boulevard and associated drainage. The County contributed \$1,530,000 to the project of which \$1,000,000 of the project was from County funds without reimbursement and \$530,000 to be reimbursed from TIRZ revenues. The reimbursement accrues interest and financing costs at the rate of 2% per year. The amount due including interest through 4/30/2020 is \$588,692 with interest accruing at a rate of \$29.04 per day.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

BACKGROUND

On December 31, 2013, the City entered into an interlocal agreement for regional road improvements with Fort Bend County, TIRZ No. 2, Missouri City Development Authority, Fort Bend County MUD No. 47 and Fort Bend County MUD No. 48. The agreement provided for shared costs of the expansion and improvement of Vicksburg Boulevard and associated drainage. The total estimated cost of the improvements was \$3,125,963. The County contributed \$1,530,000 to the project of which \$1,000,000 of the project was from County funds without reimbursement and \$530,000 to be reimbursed from TIRZ revenues. Payment was to begin January 1, 2016. The reimbursement accrues interest and financing costs at the rate of 2% per year. The interest received from the County is to be deposited in a special account to be allocated for future County mobility projects located within the City of Missouri City. Through April 30, 2020, interest for future mobility projects is approximately \$58,692.

The Vicksburg Boulevard project was completed in 2016. Within 90 days of the completion of the Vicksburg Boulevard project, a final accounting was to be submitted to each party with the Authority and Districts remitting payments to the City if the improvements were more than their original contribution or refunds if the improvements were less than the original contribution. Both MUDs initially paid \$491,654 into the project and received a refund of \$102,794.24 in FY 2017; at that time the County did not receive its reimbursement.

Total participation in the project was as follows:

TIRZ No. 2	\$1,056,000.00
Fort Bend County	\$1,530,000.00
MUDs	<u>\$ 777,720.22</u>
Total Sources	\$3,363,720.22

The agreement with the County states that interest will be paid 2% per year from the date of deposit, which was 10/17/2014. The amount due through 4/30/2020 is \$588,692 with interest accruing at a rate of \$29.04 per day.

A development agreement between the City, Fort Bend County, Missouri City Development Authority and TIRZ No. 2 for the Vicksburg Extension was executed on July 22, 2014. This agreement further documents the contractual requirements for the project and reimbursement to Fort Bend County.

FISCAL ANALYSIS					
Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
TIRZ No.23	262-53509-10-262	Development Agreement Expense	\$650,000	\$650,000	\$590,000

SUPPORTING MATERIALS

1. 2013 Interlocal Agreement regarding Regional Road Improvement
2. 2014 Vicksburg Extension Development Agreement

STAFF'S RECOMMENDATION

Staff recommends authorizing reimbursement to Fort Bend County in the amount of \$588,692 plus \$29.04 interest per day for each day after April 30, 2020 until payment is made.

INTERLOCAL AGREEMENT FOR
REGIONAL ROAD IMPROVEMENTS

This Interlocal Agreement for Regional Road Improvements (the "Agreement"), effective as of the 31st day of December, 2013, is entered into by Fort Bend County (the "County"), the City of Missouri City (the "City"), Reinvestment Zone Number Two, City of Missouri City (the "Zone"); Missouri City Development Authority (the "Authority"); Fort Bend County Municipal Utility District No. 47 ("FB47") and Fort Bend County Municipal Utility District No. 48 ("FB48") ("FB47" and "FB48" collectively, the "Districts") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the City; and

WHEREAS, the City created the Zone pursuant to Chapter 311, Texas Tax Code; and

WHEREAS, the Board of Directors of the Authority, the Board of Directors of the Zone and the City Council of the City each approved and adopted a Project Plan and a Financing Plan for the Zone; and

WHEREAS, Vicksburg Boulevard is located in Fort Bend County and the City and serves the residents of the County, the City, and the Districts; and

WHEREAS, as development in the region has progressed, the Parties have determined the expansion and improvement of a portion of Vicksburg Boulevard is necessary to serve the developed areas of the County, the City, and the Districts and to provide for regional mobility; and

WHEREAS, the Parties have determined that it would be economically advantageous for each Party to contribute to the expansion and improvement of Vicksburg Boulevard pursuant to a series of construction contracts administered by the City; and

WHEREAS, the Parties are political subdivisions of the State of Texas and are authorized to provide certain governmental functions, including, but not limited to the provision of road and/or drainage improvements; and

WHEREAS, the Parties wish to enter into an interlocal agreement pursuant to Chapter 791, Texas Government Code, to provide for the shared costs of the expansion and improvement of Vicksburg Boulevard and associated drainage; and

WHEREAS, the County, the Authority and the Districts have current revenues available to pay for the costs of such expansion and improvement of Vicksburg Boulevard and associated drainage, as proposed under this Agreement.

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 Project. The Parties agree that the scope of the contemplated improvements to Vicksburg Boulevard includes construction of the following: (1) a four-lane, boulevard-type road, beginning at the intersection of Vicksburg Boulevard and Aldridge Drive, and continuing north for a distance of approximately 2,800-feet to Lake Olympia Parkway; (2) a storm sewer collection system within the proposed Vicksburg Boulevard extension from Aldridge Drive to Lake Olympia Parkway; (3) a ten foot bicycle lane immediately adjacent and attached to Vicksburg Boulevard from Aldridge Drive to Lake Olympia Parkway; (4) an outfall drainage channel (the "Outfall Channel") from Vicksburg Boulevard to the Kitty Hollow Ditch (unless the County elects to construct such channel itself prior to the advertisement of the competitive bid for the construction of the Improvements); (5) an intersection at Vicksburg Boulevard and Lake Olympia Parkway, including two 600-foot transitions on Lake Olympia Parkway; and (6) the construction of a traffic signal at the intersection of Lake Olympia Parkway and Vicksburg Boulevard (the "Improvements").

Section 2. Allocation and Reimbursement of Improvement Costs. The total estimated costs for the design (except for design commissioned pursuant to the Interlocal Project Agreement between Fort Bend County and the City of Missouri City, Texas for the Design Costs of Extending Vicksburg Boulevard including Change Order Numbers 1 through 3), construction, engineering, testing, land, or other related costs (the "Improvement Costs") are \$3,125,963 as detailed in **Exhibit A**. Among the Parties, the Improvement Costs shall be allocated as detailed in **Exhibit A** and as follows:

- 1) The Districts will pay all actual costs, including contingency, associated with the sidewalks, ramps, storm sewer facilities and the Outfall Channel included in the Improvements, estimated at \$768,986.90. Regardless of whether the County elects to construct the Outfall Channel, each District agrees to pay no less than the estimated amount of \$384,493.45. Prior to advertising for bids, the Districts may oversize or cause to be oversized the Outfall Channel at their own election and at their own costs.
- 2) Subject to reimbursement as described in Section 2(4) below, the County will pay \$1,530,000.00. This amount does not include any costs the County incurs

for the construction of the Outfall Channel as such costs will be fully paid by the Districts.

- 3) The Authority will pay an initial \$642,000 and the rest of the actual costs of the Improvements estimated at \$184,976 and also will provide reimbursements as specified herein.
- 4) The County understands and acknowledges that it shall be responsible for funding \$1,000,000 of the Project from County funds without reimbursement. Subject to the limitations set forth herein, the Authority shall reimburse the County \$530,000.00. Such reimbursement shall be funded from certain current and future unallocated increment of the Zone. The reimbursements shall not include any amounts from bonds, notes or other debt proceeds. The Districts understand and agree that any costs the Districts incur, except as provided in Section 6, are not subject to reimbursement. On January 1 of each year beginning with January 1, 2016, the Authority shall begin to reimburse the County from any and all unallocated increment in the Zone; provided however, such reimbursement shall no longer be payable when the Authority has reimbursed the County \$530,000.00. The Parties understand and agree that the reimbursements provided herein are subject to actual tax increment revenues being collected in the Zone not otherwise allocated to other projects heretofore and hereafter and to the following projects: Creekmont, Fort Bend Town Center, Lakeshore Harbour, Vicksburg Point/Oyster Creek Crossing, Wal-Mart, and City of Missouri City Planned Development PD 88. The Parties further agree that the Authority shall not issue debt to fund the reimbursements. Interest and financing costs for the reimbursement from the Authority to the County shall be applied as of the date the County deposits the \$1,530,000.00 as provided in Section 3(b) herein. The interest and financing costs for the reimbursement of \$530,000.00 shall not exceed two percent (2%) per annum. The County agrees to create a special account to deposit the interest funds derived under this Agreement and to allocate such funds to future County's mobility projects located within the City of Missouri City's city limits.

Section 3. Competitive Bid and Award of the Project.

a. Within 90 days of the latter of (1) the conveyance to and acquisition by the City of all road right-of-way described in Section 6 hereof, (2) the acquisition by the City of any road right-of-way pursuant to eminent domain, or (3) the submission to City of all appropriate plans, the City shall advertise for competitive bids for the construction of the Improvements (together or in separate contracts) in accordance with state law and City policy for City purchases for the Project with an alternate of excluding the Outfall Channel. Upon receipt of bids for the Improvements, the City will notify the Parties (the "Notice of Intent to Award") of the amount of the recommended bid (with a

10% contingency) and each Party's apportionment of the Improvement Costs, as determined in accordance with Section 2 of this Agreement. If any Party desires to object to the award of the contract, it must provide written notice to each other Party within fifteen (15) days of the date the Notice of Intent to Award is sent by the City. If any Party so objects, the Agreement terminates in accordance with Section 13 of this Agreement. Otherwise, the Party will be deemed to have approved the award of the contract to the lowest responsible bidder, in the City's judgment, who would be most advantageous to the Parties and would result in the best and most economical completion of the Improvements.

b. If there are no objections to the award of the contract, the County will deposit \$1,530,000.00, the Authority shall deposit \$642,000.00, and FB 47 and FB 48 will each deposit an estimated \$384,493.45, with the City within forty-five (45) days of the date the Notice of Intent to Award is sent to each Party. On April 15, 2015, the Authority will deposit the rest of the actual costs of the Improvements estimated at \$184,976.00.

c. Upon receipt of all funds from the Parties, with the exception of the April 15, 2015 payment from the Authority, the City will present for City Council's consideration the award of a construction contract with the qualified bidder (the "Construction Contract"), which, if awarded, may be subject to change orders that increase, decrease, or otherwise alter the Improvement Costs under such Construction Contract. If the City constructs the Improvements in multiple contracts, the provisions of this Agreement shall apply to each such construction contract.

d. In the event the City Council ultimately does not award the Construction Contract, the City will return any payments made hereunder.

Section 4. Construction Contract.

a. After award of the Construction Contract, the City shall administer the Construction Contract for the benefit of the Parties. The City, through its engineer or authorized representative, shall provide on-site inspection of the construction of the Improvements in accordance with the Construction Contract.

b. Change orders resulting in an increase to the improvement cost price submitted under the Construction Contract and recommended by the City shall be subject to administrative review and approval by the County engineer and the Districts' engineers, or their respective authorized agents, which review and approvals will not be unreasonably withheld, conditioned or delayed. If the County engineer or a District engineer desires to object to a proposed change order, such Party must provide written notice to each other Party within fifteen (15) days of the date the proposed change order is sent to the Party. Otherwise, the Party will be deemed to have approved the change order.

c. The County, the Authority and the Districts, through their authorized representatives, may observe all construction for conformity with the construction specifications and applicable City standards and shall immediately request changes or corrections to work performed under the Construction Contract if the County, the Authority or the Districts find such changes or corrections to be necessary upon such inspection. Any change orders for work requested by the County, the Authority or the Districts shall be subject to review and approval by the City, which shall not be unreasonably withheld, conditioned or delayed if the work being performed is clearly shown to be out of compliance with such specifications or standards.

d. The Parties agree that the City does not warrant the quality of any engineering or construction work done by any third party in connection with, or materials provided for, the Improvements, nor for compliance of the same with the County or the Districts' standards and other governmental codes and regulations applicable thereto, nor shall the City be deemed to be responsible for any such compliance.

e. Within 45 days of the execution of any change order and only after the applicable ten percent contingency is spent, the Authority or the Districts, as applicable, will deposit with the City an amount equal to the amount of the change order. Each District's payments pursuant to this subsection shall be half of the amount of the change order, as applicable.

f. The City shall have the right to terminate the Construction Contract and to enforce its remedies thereunder, as determined by the City to be necessary. In the event of any such termination, the City shall have the right to complete and/or cause the completion of the Improvements itself and/or through such other contractor(s) as the City determines to be appropriate and as are approved by the County, the Authority and the Districts; provided that all work done in connection with such completion shall be in compliance with the City standards for road work. The costs of any necessary and approved completion work shall be considered an Improvement Cost and shall be paid for by the County, the Authority or the Districts as provided herein.

Section 5. Vicksburg Boulevard Extension Development Agreement. The Zone is depicted in **Exhibit B**. City staff will submit to the Authority and the County for consideration a development agreement, setting out with specificity the responsibilities of the various entities, the mechanism for project financing and funding and other relevant terms and conditions specifically related to the Vicksburg Boulevard extension. The Parties understand and agree that adoption of such agreement is subject to the approval of the Zone, the Authority, the City, and the County.

Section 6. Acquisition of Property or Right-of-Way. The Districts will acquire from any developer of land within the Districts and will use best efforts to acquire all remaining land at no cost to the City any necessary property for the Improvements and

will dedicate at no cost to the City the necessary road right-of-way to the City by general warranty deed prior to the advertisement of competitive bids as described in Section 3; provided however, should any property need to be condemned, the City shall be responsible for such condemnation. These acquisition and dedication obligations of the Districts and these condemnation obligations of the City are limited to real property located within the City's territorial limits. The Districts and the City are responsible for complying with all local, state and federal laws or rules governing the acquisition of such land. Any fees, including, but not limited to, compensation to property owner(s), legal, surveying, and appraisal fees, incurred by the Districts or the City for the acquisition of necessary road right-of-way are included in the Improvements costs, and the Districts and the City shall be reimbursed by the Authority for all such costs. The Districts shall be required to acquire ownership or right-of-way necessary for the storm sewer below the inlet and for the Outfall Channel. Should County own or acquire any property necessary for the Improvements other than the storm sewer below the inlet and other than the Outfall Channel, County agrees to dedicate by general warranty deed to the City, at no cost to the City, such property prior to the advertisement of competitive bids as described in Section 3. Except as explicitly provided herein, no Party shall be entitled to impute right of way costs for land. In the event the necessary property for the Improvements have not been dedicated to or acquired by the City by September 1, 2014, the City may terminate this Agreement in accordance with Section 13 of this Agreement.

Section 7. Ownership and Maintenance of Improvements. Upon completion of the Improvements, the City will own, operate and maintain the Improvements, except for the storm sewer below the inlet and the Outfall Channel, both of which will be owned, operated and maintained by the Districts.

Section 8. Outfall Channel.

a. In the event the County elects to construct the Outfall Channel, the alternate bid shall be utilized and the award of the Construction Contract shall be contingent upon the completion of the County's construction of such Outfall Channel.

b. Upon completion of construction of the Outfall Channel, the Parties agree that it will be owned, operated and maintained by the Districts.

Section 9. Traffic Analysis. One year after completion of the Improvements, the City will conduct an intersection traffic control warrant analysis and, subject to available funding and City Council approval, construct, at its own cost, any warranted improvements at the following intersections along Vicksburg Boulevard: Truesdale Drive, Cumberland Drive and Aldridge Drive.

Section 10. Abandonment of Senior Road. The Parties agree that, upon completion of the Improvements, City Staff will present for City Council's consideration

the abandonment of a certain part of Senior Road and associated right-of-way that lies within the Districts' boundaries, provided that the City receives a petition for such abandonment from all applicable property owners. The property owners shall be responsible for providing easements for those remaining utilities or for the cost of relocation of utilities from such right-of-way, if any. However, if the property owners fail to pay such utility relocation costs, the City shall be responsible for such costs. Any such costs incurred by the City shall be subject to reimbursement by the Authority as an Improvement Cost pursuant to this Agreement

Section 11. Final Accounting. Within 90 days of the completion of the Improvements, the City shall submit to the Parties a final accounting of each Party's allocated costs under Section 2 above. If the final accounting shows that the amounts owed by the Authority and/or the Districts for their applicable Improvement Costs are more than amounts previously remitted to the City, the Authority and the Districts shall pay any outstanding amounts due within forty-five (45) days of the receipt of the final accounting. If the final accounting shows that the amounts owed by the Authority and/or the Districts for their applicable Improvement Costs are less than amounts previously remitted to the City, the City shall remit any overage to the Authority and/or the Districts within forty-five (45) days of the submission of the final accounting. Any additional amounts paid by the Authority or the Districts as a result of this final accounting shall be subject to reimbursement in accordance with Section 2 of this Agreement. Any overages remitted to the Authority or the Districts as part of the final accounting shall cause the reimbursement provided for in Section 2 to be reduced in an amount corresponding to the overage.

Section 12. 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 FB47: Fort Bend County Municipal Utility District No. 47
 c/o Johnson Radcliffe Petrov & Bobbitt PLLC
 1001 McKinney, Suite 1000
 Houston, TX 77002-6424
 Attn: Jonathan D. Polley
 jpolley@jrpblaw.com
 Tel: (713) 237-1221
 Fax: (713) 237-1313

If to the FB48: Fort Bend County Municipal Utility District No. 48
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Richard L. Muller, Jr.
rmuller@abhr.com
Tel: (713) 860-6415
Fax: (713) 860-6615

With a copy to
Jones & Carter, Inc.
6335 Gulfton, Suite 200
Suite 450, North Building
Houston, Texas 77081
Attn: Terry Reeves
treeves@jonescarter.com
Tel: (713) 777-5337
Fax: (713) 777-5976

If to the City: City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attn: Edward Broussard
Tel: (281) 403-8692
Fax: (281) 403-8699
ebroussard@missouricitytx.gov

If to Zone: City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attn: Edward Broussard
Tel: (281) 403-8692
Fax: (281) 403-8699
ebroussard@missouricitytx.gov

If to Authority City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attn: Edward Broussard
Tel: (281) 403-8692
Fax: (281) 403-8699
ebroussard@missouricitytx.gov

If to the County: Fort Bend County, Precinct 2
303 Texas Parkway, Suite 213
Missouri City, Texas 77489
Sugar Land, Texas 77478
Attn: The Honorable Grady Prestage
Grady.Prestage@co.fort-bend.tx.us
Tel: (281) 403-8000
Fax: (281) 403-8009

With a copy to:
Fort Bend County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469
Attn: The Honorable Robert Hebert
hebertb@co.fort-bend.tx.us
Tel: (281) 341-8608
Fax: (281) 341-8609

Section 13. Termination of Agreement. This Agreement is subject to termination by any Party if (1) any Party objects to the award of the Construction Contract pursuant to Section 3, (2) all appropriate plans are not submitted to the City as set forth in Section 3 within three months of execution of this Agreement, (3) the property or right-of-way is not dedicated and acquired as set forth in Section 6 within ten months of execution of this Agreement or (4) construction of the Improvements do not begin within eighteen (18) months from the effective date hereof. Otherwise, this Agreement is to remain in full force and effect unless terminated by mutual agreement of the Parties.

Section 14. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties concerning the Improvements. 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 15. 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 16. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Districts, the City, and the County and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the Districts, the City, or the County.

Section 17. 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 18. 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 19. 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 10. 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 21. Effective Date. This Agreement will be effective as of the date of the execution by the last Party to execute this Agreement.

EXHIBITS

Exhibit A Improvement Costs and Allocation

Exhibit B Reinvestment Zone Number Two, City of Missouri City Depiction

[EXECUTION PAGES FOLLOW]

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. 47

By: Jerome Cozart
President, Board of Directors
Date: 12-18-13

ATTEST:

Warren P. Mass
Secretary, Board of Directors

(SEAL)



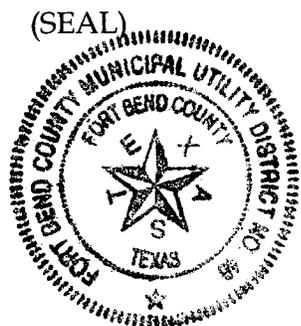
FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 48

By: Victor J. Ben
President, Board of Directors

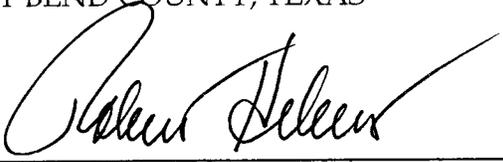
Date: 12/12/2013

ATTEST:

[Signature]
Secretary, Board of Directors



FORT BEND COUNTY, TEXAS

By: 
Robert E. Hebert, County Judge

Date: 12-3-2013

ATTEST:


Dianne Wilson, County Clerk

(SEAL)



CITY OF MISSOURI CITY, TEXAS

By: Allen Owen
Allen Owen, Mayor

Date: 12.2.2013

ATTEST:

Maria Gonzalez
Maria Gonzalez, City Secretary

(SEAL)

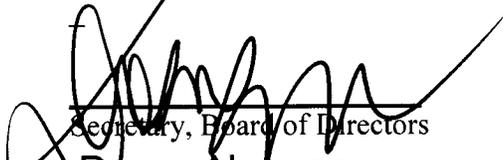


MISSOURI CITY DEVELOPMENT
AUTHORITY

By: 
Chairman, Board of Directors

Date: 12.16.2013

ATTEST:


Secretary, Board of Directors
Danny Nguyen

REINVESTMENT ZONE NUMBER TWO,
CITY OF MISSOURI CITY, TEXAS

By: W. Frank Hest
Chairman, Board of Directors

ATTEST:

Tap W. Hest
Secretary, Board of Directors

**Preliminary Engineers Estimate and Cost Allocation
For
Vicksburg Boulevard**

Date: 11/21/2013

Approximate Length of Roadway = 2900' = 0.55 mi.
Plus two (2) 900-foot Transitions on Lake Olympia Pkwy

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT COST	ESTIMATED TOTAL COST
Fort Bend County					
ROADWAY - Vicksburg & Lake Olympia					
1	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 5,000.00	\$ 5,000
2	SWPPP INSPECTION & MAINTENANCE	MO	12	\$ 6,000.00	\$ 72,000
3	PREP ROW, INCLUDING RELOCATE 3 FHs	STA	50.0	\$ 1,000.00	\$ 50,000
4	PAVING SUBGRADE CUT, FILL, COMPACTION, DISPOSAL	CY	10,964	\$ 11.00	\$ 120,604
5	REMOVE & DISPOSE OF EXISTING PAVING	SY	920	\$ 10.00	\$ 9,200
6	REMOVE & DISPOSE OF EXISTING STORM SEWER	LF	1,250	\$ 10.00	\$ 12,500
7	REMOVE OLD STRUCTURES (INLETS & MANHOLES)	EA	6	\$ 500.00	\$ 3,000
8	LIME FOR SUBGRADE STABILIZED 38 LBS./SY	TON	549	\$ 160.00	\$ 87,840
9	MANIPULATION OF LIME FOR SUBGRADE STABILIZATION	SY	28,870	\$ 2.50	\$ 72,175
10	8-INCH REINFORCED CONCRETE PAVING	SY	25,644	\$ 35.00	\$ 897,540
11	6-INCH REINFORCED CONCRETE CURB	LF	14,790	\$ 2.50	\$ 36,975
14	HMAC BASE COURSE (9")	TON	579	\$ 100.00	\$ 57,900
15	HMHL SURFACE COURSE (3")	TON	177	\$ 130.00	\$ 23,010
16	PRIME COAT (0.25 GAL/SY)	GAL	286	\$ 6.00	\$ 1,716
17	TACK COAT (0.06 GAL/SY)	GAL	63	\$ 6.00	\$ 378
18	BLOCK SODDING	AC	0.45	\$ 15,000.00	\$ 6,750
19	HYDRO-MULCH SEEDING	AC	4	\$ 1,500.00	\$ 5,490
20	LOW PROFILE CONCRETE BARRIER (FURNISH AND INSTALL)	LF	400	\$ 20.00	\$ 8,000
21	LOW PROFILE CONCRETE BARRIER (RELOCATE)	LF	400	\$ 15.00	\$ 6,000
22	LOW PROFILE CONCRETE BARRIER (REMOVE)	LF	400	\$ 7.00	\$ 2,800
23	BARRICADE (TYPE III)	EA	6	\$ 800.00	\$ 4,800
24	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	12	\$ 2,000.00	\$ 24,000
25	VERTICAL DELINEATOR POSTS	LF	1,100	\$ 45.00	\$ 49,500
26	CENTERPOINT ENERGY STREET LIGHT REMOVAL	EA	2	\$ 4,801.50	\$ 9,603
27	CENTERPOINT ENERGY NEW STREET LIGHTS (16 TOTAL)	LS	1	\$ 28,770.00	\$ 28,770
28	CENTERPOINT ENERGY NEW TRAFFIC SIGNAL SERVICE	LS	1	\$ 15,568.00	\$ 15,568
29	CONCRETE PIPELINE CROSSING PROTECTION	CY	69	\$ 130.00	\$ 8,970
30	MOBILIZATION	LS	1	\$ 51,271.43	\$ 51,271
				SUBTOTAL - ROADWAY	\$ 1,671,360
TRAFFIC					
1	STREET & STOP SIGNS	EA	18	\$ 500.00	\$ 9,000
2	PAVING TRAFFIC MARKINGS	LS	1	\$ 19,100.00	\$ 19,100
3	TRAFFIC SIGNAL IMPROVEMENTS	LS	1	\$ 300,000.00	\$ 300,000
				SUBTOTAL - TRAFFIC	\$ 328,100
				SUBTOTAL - ROADWAY & TRAFFIC	\$ 1,999,460
				FORT BEND COUNTY MAXIMUM CONTRIBUTION	\$ 1,530,000
				Balance for AUTHORITY	\$ 469,460
Districts 47 & 48					
SIDEWALKS & RAMPS					
12	5-FOOT CONCRETE SIDEWALKS	SY	987	\$ 80.00	\$ 78,960
13	HC RAMP FOR FUTURE SIDEWALK	EA	4	\$ 1,500.00	\$ 6,000
DRAINAGE ITEMS - OUTFALL DITCH					
1	DITCH EXCAVATION & DISPOSAL	CY	20,065	\$ 6.00	\$ 120,390
2	BACKSLOPE INTERCEPTOR STRUCTURE, INC. SLOPE PAVING	EA	4	\$ 3,500.00	\$ 14,000
3	BACKSLOPE DRAINAGE SWALE	LF	3,156	\$ 4.00	\$ 12,624
4	48" CMP (PRECOATED)(GALVANIZED)(10 GAUGE)	LF	42	\$ 155.00	\$ 6,510
5	60" CMP (PRECOATED)(GALVANIZED)(10 GAUGE)	LF	451	\$ 195.00	\$ 87,945
6	MANHOLE (COMPL) (TY C)(48" & LARGER)	EA	2	\$ 3,000.00	\$ 6,000
7	CONCRETE SLOPE PAVING	SY	166	\$ 60.00	\$ 9,960
				SUBTOTAL - DRAINAGE EASEMENT	\$ 257,429

STORM SEWER COLLECTION SYSTEM - VICKSBURG						
1	24" RCP (ASTM C76 CLASS III) RG	LF	426	\$	60.00	\$ 25,560
2	36" RCP (ASTM C76 CLASS III) RG	LF	600	\$	105.00	\$ 63,000
3	42" RCP (ASTM C76 CLASS III) RG	LF	580	\$	135.00	\$ 78,300
4	48" RCP (ASTM C76 CLASS III) RG	LF	681	\$	160.00	\$ 108,960
5	MANHOLE (COMPL) (TY C)	EA	5	\$	2,500.00	\$ 12,500
6	MANHOLE (COMPL) (TY A)(48" & LARGER)	EA	4	\$	3,000.00	\$ 12,000
7	TYPE A INLET	EA	2	\$	1,900.00	\$ 3,800
8	TYPE H2 INLETS	EA	10	\$	2,500.00	\$ 25,000
9	TYPE E INLET	EA	1	\$	2,500.00	\$ 2,500
10	TRENCH SAFETY (ALL DEPTHS)	LF	2950	\$	1.00	\$ 2,950
SUBTOTAL - STORM SEWER COLLECTION SYSTEM VICKSBURG						\$ 334,570
STORM SEWER COLLECTION SYSTEM - LAKE OLYMPIA						
1	24" RCP (ASTM C76 CLASS III) RG	LF	202	\$	60.00	\$ 12,120
2	TYP C1 INLETS	EA	3	\$	2,500.00	\$ 7,500
3	TYPE E INLET	EA	1	\$	2,500.00	\$ 2,500
SUBTOTAL - STORM SEWER COLLECTION SYSTEM LAKE OLYMPIA						\$ 22,120
10% CONTINGENCIE						\$ 69,907.9
TOTAL DISTRICTS						\$ 768,986.90

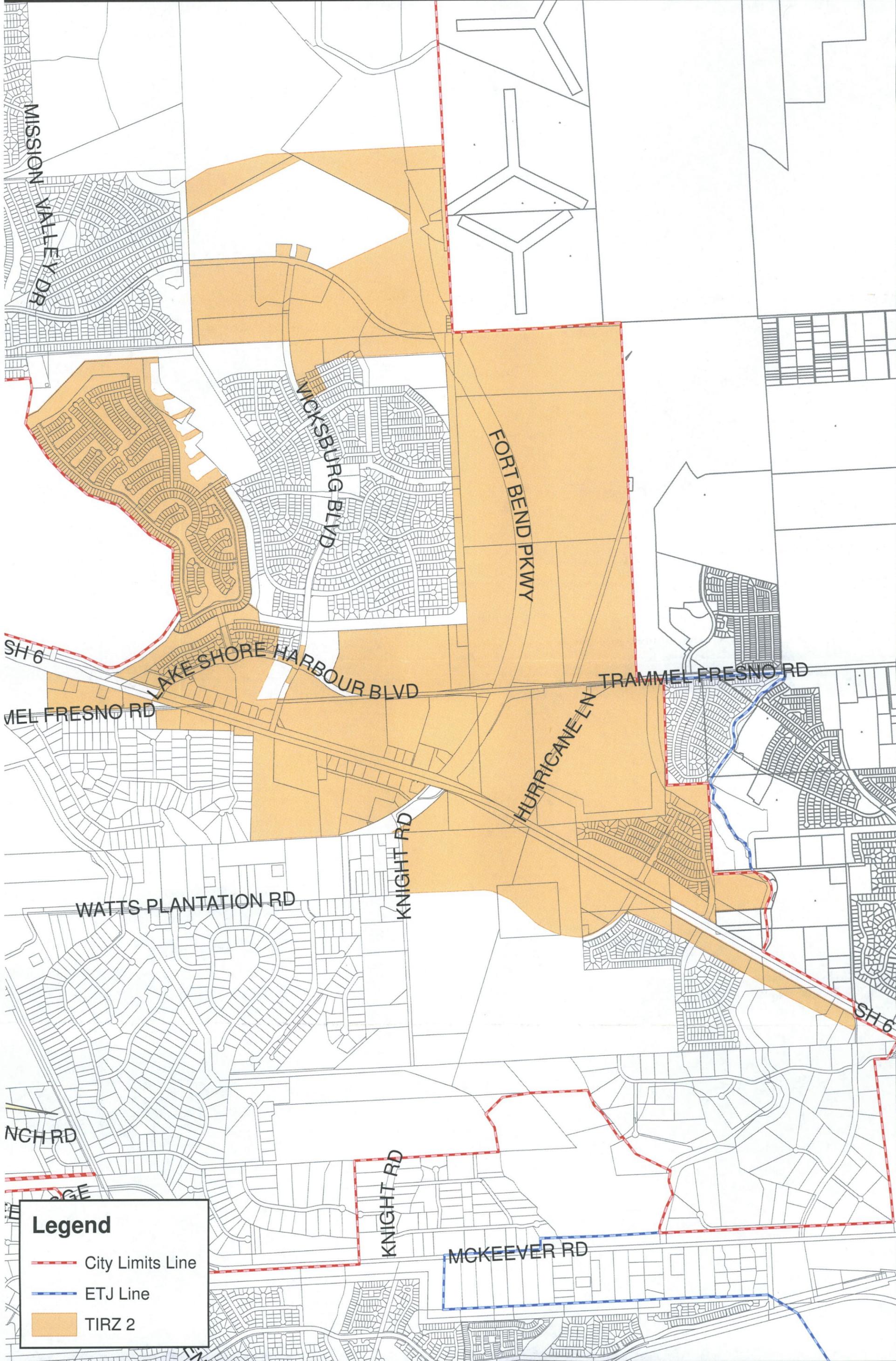
Authority

ROADWAY AND TRAFFIC BALANCE	\$ 469,460
MATERIALS & TESTING	\$ 45,000
BID & CONSTRUCTION PHASE SERVICES	\$ 23,245
ROW ACQUISITION	\$ 75,000
10% CONTINGENCIES	\$ 214,270.54
SUBTOTAL - AUTHORITY	\$ 826,976
TOTAL CONSTRUCTION AMOUNT ESTIMATED*	\$ 3,125,963

* This estimate does not include landscaping or irrigation.

*Actual construction costs may be higher, or lower than, this estimate.

**This is a preliminary cost estimate prepared without the benefit of any contractor bids.



Legend

-  City Limits Line
-  ETJ Line
-  TIRZ 2

**DEVELOPMENT AGREEMENT FOR
VICKSBURG BOULEVARD
ROAD IMPROVEMENTS**

This Development Agreement (the "Agreement") is made this the 22 day of July, 2014, by and among **Fort Bend County**, a political subdivision of the State of Texas (the "County"); the **City of Missouri City**, a Texas home-rule municipality (the "City"); the **Missouri City Development Authority**, a Texas non-profit local government corporation formed pursuant to the provisions of Chapter 431, Subchapter D, Texas Transportation Code (the "Authority"); and **Reinvestment Zone Number Two, City of Missouri City**, a tax increment reinvestment zone created by the City of Missouri City, Texas, pursuant to Chapter 311, Texas Tax Code, (the "Zone").

RECITALS

Whereas, pursuant to Chapter 311 of the Texas Tax Code, the City Council of the City, by Ordinance No. O-99-43, adopted on August 2, 1999, created the Zone in the City; and

Whereas, the Board of Directors of the Zone (the "Zone Board") adopted a Project and Financing Plan (as defined Section 1.01 below) that provides the Zone will undertake to make certain acquisitions and improvements in the Zone, and such Project and Financing Plan, as amended was approved by the City Council of the City by Ordinance No. O-08-47 on August 18, 2008; and

Whereas, the Texas Tax Code provides that the Zone may enter into agreements as the Zone Board considers necessary or convenient to implement the Project and Financing Plan and achieve its purposes; and

Whereas, the City and the Zone have contracted with the Authority to carry out the purposes of the Zone, including administration, supervision, construction, financing and other duties, and committed the revenues of the Zone to the Authority for such purposes, all as more particularly set forth in the agreement between the City, the Zone and the Authority, as amended (the "Tri-Party Agreement"); and

Whereas, the Parties (as defined in Section 1.01 below), Fort Bend County Municipal Utility District No. 47, and Fort Bend County Municipal Utility District No. 48 entered into an Interlocal Agreement for Regional Road Improvements

providing for certain improvements related to the extension Vicksburg Boulevard (the "Vicksburg Boulevard Agreement"); and

Whereas, pursuant to Section 5 of the Vicksburg Boulevard Agreement, City staff will submit to the Authority and the County for consideration a development agreement, setting out with specificity the responsibilities of the various entities, the mechanism for project financing and funding and other relevant terms and conditions specifically related to the Vicksburg Boulevard extension, and the parties to the Vicksburg Boulevard Agreement understood and agreed that adoption of such agreement is subject to the approval of the Parties; and

Whereas, the Parties have determined that each can best carry out their functions pursuant to the Tri-Party Agreement, the Project and Financing Plan, and the Vicksburg Boulevard Agreement (collectively, the "Background Instruments") by contracting with each other to provide for the efficient and effective implementation of certain aspects of the Background Instruments, and the Parties desire to enter into this Agreement to enable the development and financing and reimbursement for costs paid for the improvements to property located within the territory of the Zone pursuant to the Background Instruments; now, therefore,

AGREEMENT

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

ARTICLE 1 GENERAL TERMS

Section 1.01 Definitions. The terms "Agreement," "Authority," "Background Documents," "City," "County," "Zone," "Tri-Party Agreement," "Vicksburg Boulevard Agreement," and "Zone Board" have the meanings set forth in the preamble hereof, and the following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words "shall" and "will" are mandatory and the word "may" is permissive.

Act means the Tax Increment Financing Act codified as Chapter 311 of the Texas Tax Code, as the same may be amended.

County Advances means any funds advanced by County pursuant to Section 5.01, and shall include any interest accrued and payable thereon pursuant to the Vicksburg Boulevard Agreement.

Net Tax Increment means the annual collections of the Tax Increment, less any amounts reasonably required or anticipated to be required for the administration and operation of the Zone, including a reasonable operating reserve.

Parties or Party means the County, the City, the Authority, and the Zone as parties to this Agreement.

Project and Financing Plan means the then-existing project plan and reinvestment zone financing plan for the Zone as approved by City Council.

Tax Increment means funds deposited in the TIRZ Revenue Fund by the City pursuant to the Tri-Party Agreement, composed of funds received pursuant to that certain Interlocal Agreement or similar agreement between the City, Fort Bend County, Texas and the Zone.

TIRZ Revenue Fund means the special fund established by the Authority and funded with Tax Increment payments made by the City pursuant to the Tri-Party Agreement (which payments are attributable to incremental ad valorem real property taxes paid on the Project and other properties in the Zone).

TIRZ Improvements means the improvements contemplated in the Vicksburg Boulevard Agreement, described in Article 3 hereof, and as more fully and particularly described in Exhibit A attached hereto and located on the real property described in Exhibit A attached hereto.

Section 1.02 Singular and plural; gender. Words used herein in the singular shall also include the plural of such words, where the context so permits, and vice versa. The definitions of words in the singular shall also apply to the plural of such words where the context so permits and vice versa. Any gender reference shall include the opposite gender and the neuter.

Section 1.03 Conflicts. If there is any actual or perceived conflict between this Agreement and the Vicksburg Boulevard Agreement, the Vicksburg Boulevard Agreement shall control, and this Agreement shall be construed so as to conform to the provisions of the Vicksburg Boulevard Agreement.

ARTICLE 2 REPRESENTATIONS

Section 2.01 Representations of the County. The County hereby represents as follows:

Subsection 2.01(A) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

Subsection 2.01(B) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation and (iii) do not constitute a default under, or result in, the creation of any lien, charge, encumbrance or security interest upon any assets of the County under any agreement or instrument to which the County is a party or by which the County or its assets may be bound or affected.

Subsection 2.01(C) This Agreement has been duly authorized, executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable in accordance with its terms.

Subsection 2.01(D) The execution, delivery and performance of this Agreement by the County do not require the consent or approval of any person which has not been obtained.

Subsection 2.01(E) The County has sufficient capital to perform its obligations under this Agreement.

Section 2.02 Representations of the City. The City hereby represents as follows:

Subsection 2.02(A) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

Subsection 2.02(B) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge,

violate any applicable judgment, order, law or regulation and (iii) do not constitute a default under, or result in, the creation of any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

Subsection 2.02(C) This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Subsection 2.02(D) The execution, delivery and performance of this Agreement by the City do not require the consent or approval of any person which has not been obtained.

Subsection 2.02(E) The City has sufficient capital to perform its obligations under this Agreement.

Section 2.03 Representations of Authority. The Authority hereby represents as follows:

Subsection 2.03(A) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

Subsection 2.03(B) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation and (iii) do not constitute a default under, or result in, the creation of any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

Subsection 2.03(C) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

Subsection 2.03(D) The execution, delivery and performance of this Agreement by the Authority do not require the consent or approval of any person which has not been obtained.

Section 2.04 Representations of the Zone. The Zone hereby represents as follows:

Subsection 2.04(A) The Zone is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations as contemplated by this Agreement.

Subsection 2.04(B) The Zone has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation and (iii) do not constitute a default under, or result in, the creation of any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

Subsection 2.04(C) This Agreement has been duly authorized, executed and delivered by the Zone and constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

Subsection 2.04(D) The execution, delivery and performance of this Agreement by the Zone do not require the consent or approval of any person which has not been obtained.

ARTICLE 3 THE TIRZ IMPROVEMENTS

Section 3.01 The TIRZ Improvements. The TIRZ Improvements are intended to enhance development within the boundaries of the Zone.

Section 3.02 TIRZ Improvements description. The TIRZ Improvements, as generally described in the Project and Financing Plan and as more fully and particularly described in Exhibit A, consist of acquisition, construction and development of the public improvements serving real property located within the boundaries of the Zone. The TIRZ Improvements will be developed pursuant to the schedule set forth in Exhibit A, and subject to any reasonable change to the schedule that the City may make. The TIRZ Improvements shall include all engineering, legal and other consultant fees and expenses related to such TIRZ Improvements and as provided in the Vicksburg Boulevard Agreement.

Section 3.03 Additional Projects. This Agreement does not apply to any projects not specifically defined herein unless this Agreement is amended to provide for the design and construction of such additional projects.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE CITY

Section 4.01 Construction manager. The City agrees to construct the TIRZ Improvements and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the TIRZ Improvements. The City will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction, provide supervision of all phases of construction of the TIRZ Improvements, provide regular monthly reports of such construction to the County, the Authority, and the Zone, provide additional reports upon request, and cause the construction to be performed in accordance with the Project and Financing Plan.

Section 4.02 Design of the TIRZ Improvements. The appropriate plans will be submitted to the City as provided in the Vicksburg Boulevard Agreement. The TIRZ Improvements shall be designed in accordance with City standards applicable to such public improvements within the City.

Section 4.03 Construction contracts. The City shall promulgate contract and bid documents in accordance with and subject to the Vicksburg Boulevard Agreement.

Section 4.04 Construction and implementation of the TIRZ Improvements. The City shall be responsible for the inspection and supervision of the construction and implementation of the TIRZ Improvements as provided in the Vicksburg Boulevard Agreement.

Subsection 4.04(A) The City shall commence construction and diligently pursue completion of the TIRZ Improvements in a timely fashion to coincide with the development of the Project as set forth in Exhibit A.

Subsection 4.04(B) The City shall provide the other Parties with a final summary of all costs associated with such contract in accordance with the Vicksburg Boulevard Agreement.

Subsection 4.04(C) The TIRZ Improvements shall be owned and maintained as provided for by the Vicksburg Boulevard Agreement

Section 4.05 Conveyance of easements. The acquisition of and grant to the City of all required construction and access easements necessary to maintain, repair, replace, modify and remove the TIRZ Improvements shall be done in accordance with the Vicksburg Boulevard Agreement.

ARTICLE 5 PROJECT FINANCING AND FUNDING

Section 5.01 The County Advances.

Subsection 5.01(A) In connection with the construction of the TIRZ Improvements, the County agrees to provide funds pursuant to the Vicksburg Boulevard Agreement. In no event shall reimbursement of the County Advances, pursuant to Section 5.02 below, exceed the limits provided in the Vicksburg Boulevard Agreement.

Subsection 5.01(B) Interest on any County Advance shall accrue as provided in the Vicksburg Boulevard Agreement.

Section 5.02 Reimbursement of County Advances.

Subsection 5.02(A) The Authority shall repay the County Advances in accordance with the Vicksburg Boulevard Agreement.

Subsection 5.02(B) The reimbursements shall be made in accordance with the schedule for reimbursement provided in the Vicksburg Boulevard Agreement.

Subsection 5.02(C) The Authority shall provide to the County, upon the written request of the County, and on the earliest practicable date such information is available after the date of such request, certified copies of all statements of revenue and the sources of such revenue of the Zone and Authority, the intended use of which is to verify the availability of funds for repayment of the County Advances, if applicable, under this Section 5.02.

Section 5.03 Priorities. As provided in the Vicksburg Boulevard Agreement, the Parties understand and agree that the reimbursements provided herein are subject to actual tax increment revenues being collected in the Zone not otherwise allocated to other projects, as provided in the Vicksburg Boulevard Agreement.

ARTICLE 6 DEFAULT

Section 6.01 If the Zone or the Authority does not perform its obligations hereunder in compliance with this Agreement and subject to the Vicksburg Boulevard Agreement, in addition to the other rights given the County in this Agreement, the County may seek specific performance of this Agreement only.

Section 6.02 If the County fails to fund County Advances, the City, the Authority, and the Zone may terminate this Agreement and shall be relieved of any obligation to reimburse the County.

Section 6.03 The Party alleging default shall provide written notice to the other Party of such default, and the defaulting Party shall have thirty (30) days to remedy the default prior to the declaration of any default hereunder.

ARTICLE 7 GENERAL

Section 7.01 Inspections, audits. The Parties shall keep such operating records with respect to activities contemplated by this Agreement and all costs associated therewith as may be required by the Parties, or by State or federal law or regulation. Each Party shall allow all other Parties access to such records, and the Parties shall have a right at all reasonable times to audit all documents and records in the other Parties' possession, custody or control relating to the activities contemplated by this Agreement to assist the other Parties in determining compliance with this Agreement.

Section 7.02 Operations and employees. All personnel supplied or used in performance of this Agreement shall be deemed employees, contractors, or subcontractors of the City and will not be considered employees, agents, contractors or subcontractors of the other Parties for any purpose whatsoever. The City shall be solely responsible for the compensation of all such contractors and subcontractors.

Section 7.03 Personal liability of public officials, legal relations. Except as required by State law, no director, officer, employee or agent of the Parties shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 7.04 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same

time as such electronic or facsimile transmission or personally delivered to an officer of the receiving party at the following addresses:

Fort Bend County, Precinct 2
303 Texas Parkway, Suite 213
Missouri City, Texas 77489
Attn: The Honorable Grady Prestage

With a copy to:
Fort Bend County Judge
401 Jackson Street, First Floor
Richmond, Texas 77469
Attn: The Honorable Robert Hebert

City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attn: Edward Broussard

Missouri City Development Authority
1522 Texas Parkway
Missouri City, Texas 77489
Attn: Edward Broussard

Reinvestment Zone Number Two, City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attn: Edward Broussard

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by or actually received by the Party who is the recipient of such communication.

Section 7.05 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by all Parties. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power or privilege

under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

Section 7.06 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

Section 7.07 Successors and assigns. All covenants and agreements contained in this Agreement by or on behalf of a Party shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement, in whole or in part, or any interest herein only with the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect.

Section 7.08 Exhibits; titles of article, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the Agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 7.09 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, except conflict of laws provisions, as such laws are now in effect. Venue for any action or suit related to this Agreement shall be in Fort Bend County, Texas.

Section 7.10 Entire Agreement. This written Agreement represents the final agreement among the Parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

Section 7.11 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date that the County Advances have been repaid in full, January 1 of the year following the expiration of the Zone or as otherwise terminated as provided for in this Agreement or in the Vicksburg Boulevard Agreement.

Section 7.12 Time of the essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

Section 7.13 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably conditioned, withheld or delayed.

Section 7.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original but such counterparts together shall constitute but one and the same instrument.

Section 7.15 Further assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

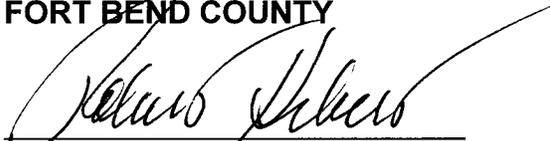
Section 7.16 Waivers. The Parties may waive any provision of this Agreement by providing written evidence thereof in writing. Waiver of a particular provision shall not be deemed a waiver of future compliance with such provision.

Section 7.17 Effect of the Background Documents. The obligations of the Parties hereunder are specifically conditioned upon the approval, execution and effectiveness of the Background Documents. If any of the Background Documents expire, are terminated, or are no longer effective such that the improvements contemplated by this Agreement and by the Vicksburg Boulevard Agreement are not constructed, then this Agreement is terminated, except for the obligation to reimburse the County for any County Advances paid to the City, without any penalty to any Party due to the termination.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed effective the date first set forth above.

FORT BEND COUNTY


Robert E. Hebert, County Judge



Date: 8-12-14
Approved by Commissioners Court 722-14

Attest:

Dianne Wilson, County Clerk

CITY OF MISSOURI CITY, TEXAS


Allen Owen, Mayor



Date: 7. 21. 2014

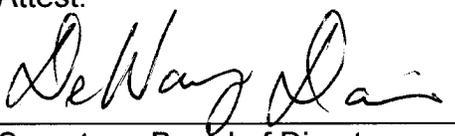
Attest:

Maria Gonzalez, City Secretary

REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY


Chairperson, Board of Directors

Date: 7/15/2014

Attest:

Secretary, Board of Directors

MISSOURI CITY DEVELOPMENT AUTHORITY



Allen Owen, Chairperson

Date: 7.21.2014

Attest:


Floyd Emery, Secretary

EXHIBIT A

Interlocal Agreement for Regional Road Improvements