

INTERLOCAL AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This Agreement is made and entered into pursuant to Texas Government Code Ann. §799.001, *et seq.* (the Interlocal Cooperation Act), by and among **Harris County Water Control and Improvement District No. 110**, a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended (hereinafter, "HC110"), **Harris County Municipal Utility District No. 249**, a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended (hereinafter, "HC249"), (HC110 and HC249 hereinafter, the "Districts") and **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas (hereinafter, "HCFCD"), each a "Party" to this Agreement, and are collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, HC110 owns a 6.0578-acre tract of land as described in Exhibit "A," attached hereto and incorporated herein for all purposes (the "HC110 Tract"); and

WHEREAS, HC249 owns an adjacent 3.10714-acre tract of land as described in Exhibit "B," attached hereto and incorporated herein for all purposes (the "HC249 Tract") (the HC110 Tract and the HC249 Tract, herein collectively, the "Subject Properties"); and

WHEREAS, HC110 has caused to be constructed on the HC110 Tract a detention pond to provide drainage for all or a portion of the land inside HC110 and its surrounding area (the "HC110 Detention Pond"); and

WHEREAS, HC249 has caused to be constructed on the HC249 Tract a detention pond to provide drainage for all or a portion of the land inside HC249 and its surrounding area (the "HC249 Detention Pond"); and

WHEREAS, HC110 and HC249 have determined that it is in the best interest of their respective district to (i) remove the berm between the HC110 Detention Pond and HC249 Detention Pond, (ii) combine the HC110 Detention Pond and the HC249 Detention Pond, and (iii) excavate the HC110 Detention Pond and the HC249 Detention Pond to provide additional detention in a volume which will result in a reduction of flooding and mitigate flooding in HC110, HC249 as well as surrounding areas (the "Project"); and

WHEREAS, the cost to design and construct the Project will be shared among the Parties as hereinafter set forth; and

WHEREAS, HC110 shall design and cause the construction of the Project; and

WHEREAS, HC110 will provide to HCFCD and HC249 the construction plans to construct the Project for review and approval; and

WHEREAS, HC110 will publicly bid and manage the construction for the Project, the cost of which is estimated to be \$423,528.00 ("Project Cost"), which cost is inclusive of design and management costs as set forth in Exhibit "C," attached hereto; and

WHEREAS, HCFCD is willing to contribute a portion of the Project Cost to construct the Project; and

WHEREAS, it is to the benefit of HC110, HC249 and HCFCD to enter into this Agreement for the use and benefit of the public to reduce flooding in the area.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties, the Parties agree as follows:

I.
HCFCD DELIVERY OF FUNDS

Upon execution of this Agreement, HCFCD will make and deliver to HC110 a one-time payment to HC110 in the amount of \$211,764.00 for the Project Cost, which will be the maximum contribution from HCFCD under this Agreement ("HCFCD Funds").

II.
CONTRACT ADMINISTRATION

The Project construction contract will be awarded by HC110 in accordance with competitive bidding laws applicable to HC110 and HC249. HC110's determination that the accepted bid is the most advantageous bid by a responsible bidder for construction of the Project that will result in the best and most economical completion of the Project shall be final and conclusive. HC110 will administer and supervise construction of the Project and provide for the payment of all costs associated therewith from the HCFCD Funds and other funds described herein. The Project shall be constructed in accordance with the drawings and specifications approved by HCFCD and HC249. HC110 and its agents, including the contractor and inspectors, are hereby granted a right of entry onto the HC249 Tract, if necessary, for the purpose of completing the Project.

III.
CHANGES TO PROJECT

HC110 may make changes and amendments to the drawings and specifications within the design intent of the Project as the President of the Board of Directors of HC110 or its designee deems necessary or desirable during construction, and shall notify in writing the Executive Director of HCFCD and the Board of Directors of HC249 of all such changes and amendments within thirty (30) days after making such a change or amendment. In the event the changes or amendments result in a change in cost of the Project, HC110 shall obtain written approval from HCFCD and HC249 prior to proceeding with the change. Such approval shall not be unreasonably withheld. If the approved change results in a cost increase greater than the total Project Cost, HC110 and HC249 may elect to pay the additional cost, according to their respective proportionate ownership of the Subject Property, or HC110, HC249 or HCFCD may elect to terminate this Agreement as provided herein. If the Agreement is terminated, HC110 will reimburse HCFCD for any unspent HCFCD Funds.

IV.
PROJECT ACCESS

HCFCF and HC249 are hereby granted access at all reasonable times to the Project construction site and to all relevant drawings, specifications, contract documents, and records in order to verify that the Project is being constructed in compliance with this Agreement. Provided, however, that in conducting such investigations and/or inspections, neither HC249 or HCFCF shall interfere with the work in progress.

V.
PROJECT FUNDS

HC110 and HC249, each, have heretofore contributed the sum of \$103,918 (for a total of \$207,836) of the Project Cost. Except as otherwise provided in Article III hereof, HC110 and HC249 are not specifically allocating any additional funds for the Project Cost. HC110 and/or HC249 may, but shall not be obligated to, encumber additional funds from time to time for the Project. HC110 and HC249 have been advised by HCFCF and HC110 and HC249 clearly understand and agree, such understanding and agreement being of the absolute essence to this Agreement, that HCFCF shall have available the total maximum sum of TWO HUNDRED ELEVEN THOUSAND SEVEN HUNDRED SIXTY-FOUR THOUSAND AND NO/100 DOLLARS (\$211,764.00) specifically allocated to fully discharge any and all liabilities that may be incurred by HCFCF pursuant to the terms of this Agreement, and that the total maximum compensation HC110 and HC29 may become entitled to hereunder and the total maximum sum HCFCF shall become liable to pay to HC110 and HC249 hereunder shall not, under any conditions, circumstances, or interpretations hereof, exceed the said total maximum sum provided for in this Article and certified as available therefor by the County Auditor, unless the additional amount is approved by the Harris County Commissioners Court. HCFCF will have the right to request an audit of the Project to determine how funds have been spent. At the completion of the Project, if the Project Cost is less than the estimated Project Cost, HC110 will refund to each Party the pro rata share of each Party's contribution that was not spent.

VI.
TERMINATION OF AGREEMENT

HC110, HC249 or HCFCF may terminate this Agreement, without cause, by providing written notice of such termination to the other Parties, until such time as HC110 awards a construction contract for construction of the Project, in which case any remaining HCFCF Funds shall be returned to HCFCF in a timely manner. HCFCF Funds are to be used only for construction costs related to the Project. During the construction of the Project, if HC110 and HC249 are unable to agree upon the allocation of additional costs resulting from changes or amendments to the drawings and specifications, any party may terminate this Agreement, by providing written notice to the other Parties, and any HCFCF Funds not expended in the prosecution of the Project upon the date of termination shall be returned to HCFCF.

VII.
**INCREASED DETENTION VOLUME LIMITATION/MAINTENANCE OF DETENTION
PONDS**

HC110 and HC249 agree that the increased detention volume created by the Project cannot be used to offset any future or existing developments, and shall only be considered as excess detention volume unrelated to any future or existing developments.

Upon completion of the construction of the Project, HC110 shall provide HC249 and HCFCD with record drawings of the entire Project. Upon completion of the Project, HC110 will own, operate and maintain the portion of the Project located on the HC110Tract, and HC249 will own, operate and maintain the portion of the Project located on the HC249 Tract.

VIII. **NOTICE**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to HCFCD at the following address:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attention: Executive Director

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to HC110 at the following address:

Harris County WCID No. 110
c/o SK Law
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
Attention: Maria Parker

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to HC249 at the following address:

Harris County MUD No. 249
c/o Schwartz Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056
Attention: Chris Skinner

IX. **ASSIGNMENT**

No Party hereto shall make, in whole or in part, any assignment of the Agreement or any obligation hereunder without prior written consent on the other Parties.

X. **MERGER**

This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the Parties hereto.

XI.
TERM

This Agreement shall remain in full force and effect until the completion of the Project, and a Certificate of Completion has been issued for the Project.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

DocuSigned by:

D9FE318CE1BA4BE...
By: _____
LAURA FIORENTINO CAHILL
Senior Assistant County Attorney

By: _____
LINA HIDALGO
County Judge

ATTEST:

HARRIS COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 110

DocuSigned by:

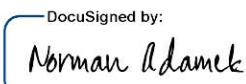
C5C8025D1D1F4A4...
By: _____
Vanessa Sommer, Secretary

DocuSigned by:

C5C8025D1D1F4A4...
By: _____
James Williams, President

ATTEST:

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 249

DocuSigned by:

AB07ED4A131E426...
By: _____
Norman Adamek, Secretary

DocuSigned by:

DF1472E31E58498...
By: _____
Ralph V. Palermo, President

EXHIBIT A

MD
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M

N481096

SPECIAL WARRANTY DEED

12/14/01 300665891 N481096

\$17.00

THE STATE OF TEXAS)

COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

That FRED E. HAAS, for the consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 110, of the County of Harris and State of Texas, all of the following described real property in Harris County, Texas, to-wit:

A parcel of land containing 6.0578 acres (263,875 square feet) more or less, being out of a remainder portion of that certain 80.204 acre tract conveyed from David Angel, individually and as trustee to Fred E. Haas, as recorded in County Clerks File No. S411590, Official Public Records of Real Property, Harris County, Texas, said 6.0578 acre tract situated in the Charles Wunsche Survey, Abstract No. 862 in Harris County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

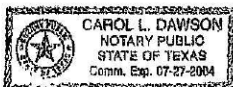
Also attached hereto as Exhibit "B" is a plat showing the location of the above-described tract of land.

This conveyance is made and accepted subject to the following:

1. Taxes having been prorated as of the date of this Deed, the Grantee assumes and agrees to pay its proportionate share but only if required by law; and
2. This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns forever; and the undersigned does hereby bind himself, his heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under me, but not otherwise.

EXECUTED the 12th day of DECEMBER, 2001.



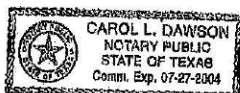
FRED E. HAAS

Exhibit A

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 12th day of DECEMBER, 2001,
by FRED E. HAAS.



Carol L. Dawson
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Maria Salinas Parker
Coats, Rose, Yalo, Ryman & Lee, P.C.
1001 Fannin, Suite 800
Houston, Texas 77002-6707

PREPARED IN THE LAW OFFICES OF:

Storey & Denum, P.C.
Attorneys at Law
11757 Katy Freeway, Suite 1010
Houston, Texas 77079-1732

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Lentz Engineering

(713)838-8020

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**W.C. & I.D. NO. 110
DRAINAGE EASEMENT
METES AND BOUNDS DESCRIPTION
OF A
6.0578 ACRE TRACT
CHARLES WUNSCHIE SURVEY, ABSTRACT NO. 862
HARRIS COUNTY, TEXAS**

A PARCEL OF LAND CONTAINING 6.0578 ACRES (263,875 SQUARE FEET) MORE OR LESS, BEING OUT OF A REMAINDER PORTION OF THAT CERTAIN 80.204 ACRE TRACT CONVEYED FROM DAVID ANGEL, INDIVIDUALLY AND AS TRUSTEE TO FRED E. HAAS, AS RECORDED IN COUNTY CLERK'S FILE NO. S411630, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY, TEXAS, SAID 6.0578 ACRE TRACT SITUATED IN THE CHARLES WUNSCHIE SURVEY, ABSTRACT NO. 862 IN HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 5/8 INCH IRON ROD IN THE EAST LINE OF RESTRICTED RESERVE "A", BLOCK 1, NORTHWOOD LINCOLN MERCURY, AS RECORDED IN FILM CODE NO. 479185, MAP RECORDS, HARRIS COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF RESTRICTED RESERVE "B" OF SAID BLOCK 1, NORTHWOOD LINCOLN MERCURY, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED FROM FRED E. HAAS TO EASTWOOD LAND DEVELOPMENT, LTD. AS RECORDED IN COUNTY CLERK'S FILE NO. U241645, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY, TEXAS, FROM WHICH A FOUND 5/8 INCH ROD WITH CAP BEARS S 11° 01' 05" W, 0.36 FEET;

THENCE, N 79° 13' 12" E, WITH THE NORTH LINE OF THE SAID EASTWOOD LAND DEVELOPMENT, LTD. TRACT, SAME BEING THE SOUTH LINE OF SAID RESTRICTED RESERVE "B" AT A DISTANCE OF 510.98 FEET PASS THE WEST LINE OF WHITEWOOD DRIVE (80 FOOT RIGHT-OF-WAY), AS SHOWN ON LOUETTA CROSSING SUBDIVISION, AS RECORDED IN FILM CODE NO. 418080, MAP RECORDS, HARRIS COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF SAID RESTRICTED RESERVE "B", AND WITH THE SOUTH LINE OF SAID LOUETTA CROSSING SUBDIVISION, A TOTAL DISTANCE OF 580.98 FEET TO A FOUND 5/8 INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID LOUETTA CROSSING SUBDIVISION, SAME BEING A CORNER IN THE SOUTH LINE OF THE REMAINDER OF THAT CERTAIN TRACT CONVEYED FROM HEMINGWAY PROPERTIES, INC. TO CHURCHILL-LOUETTA PROPERTIES, INC., AS RECORDED IN COUNTY CLERK'S FILE NO. P616884, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY, TEXAS, ALSO BEING A CORNER IN THE NORTH LINE OF THE SAID EASTWOOD LAND DEVELOPMENT, LTD., TRACT, AND ALSO BEING A CORNER OF THE REMAINDER OF THE SAID FRED E. HAAS 80.204 ACRE TRACT, AND THE POINT OF BEGINNING;

THENCE, N 79° 13' 12" E, WITH THE NORTH LINE OF THE SAID FRED E. HAAS 80.204 ACRE TRACT, SAME BEING THE SOUTH LINE OF THE SAID CHURCHILL-LOUETTA PROPERTIES, LTD. TRACT, A DISTANCE OF 842.03 FEET TO A FOUND 5/8 INCH IRON ROD FOR THE NORTHWEST CORNER OF A DRAINAGE EASEMENT RECORDED IN COUNTY CLERK'S FILE NO. S480984, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY, TEXAS;

THENCE, CROSSING A PORTION OF THE SAID FRED E. HAAS 80.204 ACRE TRACT WITH THE SOUTHWEST LINE OF SAID DRAINAGE EASEMENT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S 45° 21' 47" E, A DISTANCE OF 269.86 FEET TO A POINT OF CURVATURE,

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Lentz Engineering

(713)838-9020

p.3

2. A DISTANCE OF 216.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF $28^{\circ} 38' 05''$, AND A CHORD WHICH BEARS $S 60^{\circ} 08' 22'' E$, A DISTANCE OF 214.23 FEET TO A POINT OF TANGENCY, AND
3. $S 74^{\circ} 54' 51'' E$, A DISTANCE OF 333.98 FEET TO A FOUND $5/8$ INCH IRON ROD WITH CAP FOR THE MOST SOUTHERLY EAST CORNER OF THE SAID DRAINAGE EASEMENT, SAME BEING A CORNER OF THAT CERTAIN TRACT CONVEYED FROM ROOSEVELT BANK TO HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 249, AS RECORDED IN COUNTY CLERK'S FILE NO. S119845, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY, TEXAS, ALSO BEING THE NORTHEAST CORNER OF THE SAID EASTWOOD LAND DEVELOPMENT, LTD., TRACT, AND ALSO BEING A CORNER OF THE SAID REMAINDER OF THE FRED E. HAAS 80.204 ACRE TRACT,

THENCE, WITH THE NORTH LINE OF THE SAID EASTWOOD LAND DEVELOPMENT, LTD. TRACT, SAME BEING A SOUTH LINE OF THE SAID REMAINDER OF THE FRED E. HAAS 80.204 ACRE TRACT, THE FOLLOWING (8) EIGHT COURSES AND DISTANCES:

1. $N 87^{\circ} 54' 50'' W$, A DISTANCE OF 313.50 FEET TO A POINT,
2. $S 70^{\circ} 31' 18'' W$, A DISTANCE OF 166.95 FEET TO A POINT,
3. $N 62^{\circ} 07' 03'' W$, A DISTANCE OF 230.00 FEET TO A POINT,
4. $S 84^{\circ} 55' 50'' W$, A DISTANCE OF 802.49 FEET TO A POINT,
5. $N 58^{\circ} 10' 48'' W$, A DISTANCE OF 118.19 FEET TO A POINT,
6. $N 71^{\circ} 40' 22'' W$, A DISTANCE OF 105.83 FEET TO A POINT,
7. $N 83^{\circ} 39' 20'' W$, A DISTANCE OF 95.86 FEET TO A POINT, AND
8. $N 10^{\circ} 48' 48'' W$, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.0578 ACRES (263.875 SQUARE FEET) OF LAND MORE OR LESS.



Clifton Seward
CLIFTON SEWARD, R.P.L.S. #4337

THIS DESCRIPTION IS BASED ON A SURVEY PREPARED BY CIVIL-SURV LAND SURVEYING, L.C. DURING JANUARY 2001.

\\D:\Civ\lsur\1999\0005916059-8.0578 acres.doc

A-5

1801-08-345

NOT PROCEED HEREIN UNLESS A VERACIOUS TRUE BILL OF SALE, AGREED BY THE PLACED AND SELL
PROPERTY RESERVE OF COCONUTS AND IN THE HANDS OF THE PLACED AND SELL
THE STATE OF TEXAS
COUNTY OF HARRIS
Having today that the above and was FILED to the County Clerk and the date and it is the
County Clerk's duty to file and not any other person, to the County Clerk's duty to file and not any
County, Texas

DEC 14 2001



David L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

EXHIBIT B

WD

20140384341
08/27/2014 ER \$52.00

C

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF HARRIS §

ER 060 - 47 - 0378

FDC LOUETTA HOLDINGS I, LP, a Texas limited partnership, with offices located at 3 Riverway, Suite 310, Houston, Texas 77056 (hereinafter called "GRANTOR"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to GRANTOR in hand paid by HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 249, a conservation and reclamation district and body politic and corporate of the State of Texas with offices located at 1300 Post Oak Boulevard, Suite 1400, Houston, Harris County, Texas 77056 (hereinafter called "GRANTEE"), the receipt of which is hereby acknowledged by GRANTOR, has GRANTED, SOLD and CONVEYED, and by these presents, does GRANT, SELL and CONVEY, unto the said GRANTEE herein, that certain approximately 3.8941 acres of land out of and part of the Charles Wunsche Survey, Abstract No. 862, Harris County, Texas, described as "Tract 1", "Tract 2" and "Tract 3" on Exhibit "A" attached hereto and made a part hereof for all purposes.

1EE

This conveyance is made and accepted subject to any and all matters of public record in the Office of the County Clerk of Harris County, Texas or existing on the ground, to the extent, and only to the extent, that the same may still be in force and effect. GRANTOR warrants that GRANTOR has not imposed or granted to third parties any reservation, restriction, easement, license or any other grant affecting the above described premises that impairs the use of the above described premises for parking facilities.

Grantee assumes responsibility for the payment of taxes for the year 2014 and for the payment of all taxes for all subsequent years.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging to said GRANTEE, its successors and assigns, forever and GRANTOR does hereby bind itself, and its successors, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise, subject to the aforesaid matters.

Exhibit B

AS A MATERIAL PART OF THE CONSIDERATION OF THIS CONVEYANCE,
THE ABOVE DESCRIBED PREMISES IS CONVEYED AS-IS, WHERE-IS AND WITH
ALL FAULTS.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ER 060 - 47 - 0379

337689v1

-2-

EXECUTED this 25 day of July, 2014.

FDC LOUETTA HOLDINGS I, LP, a Texas limited partnership

20R

By: FDC LOUETTA LLC, a Texas limited liability company, its General Partner

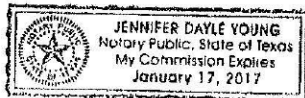
By: [Signature]
Name: Michael Sperandio
Title: Member

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 25 day of JULY, 2014, by MICHAEL SPERANDIO MEMBER of FDC Louetta LLC, a Texas limited liability company, General Partner of FDC Louetta Holdings I, LP, a Texas limited partnership, on behalf of said entities.

(SEAL)

[Signature]
Notary Public in and for
the State of Texas



ER 060 - 47 - 0380

Accepted by Harris County Municipal Utility District No. 249 this 25th day of July, 2014.

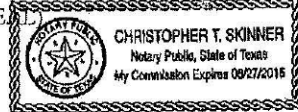
HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 249

By: [Signature]
President, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 25th day of JULY, 2014, by Willie Hodge, President of Harris County Municipal Utility District No. 249, on behalf of said District.

(SEAL)



[Signature]
Notary Public in and for
the State of Texas

ER 060 - 47 - 0381

Exhibit A

DESCRIPTION TRACT 1

1.1658 acres of land situated in the Charles Wunsche Survey, Abstract Number 862, Harris County, Texas, being a portion of that certain called 13.614 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20130174484 and being a portion of that certain Unrestricted Reserve "A" of Louetta Business Park, a subdivision as shown on map or plat recorded under Film Code No. 638262 of the Map Records of Harris County, Texas, said 1.1658 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found for the Southeasterly corner of Whitewood Drive (80 foot right-of-way) as shown on map or plat of Louetta Crossing, a subdivision recorded under Film Code Number 418050 of the Map Records of Harris County, Texas, the Northwesterly corner of that certain called 6.0578 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number V481096, the Southwesterly corner of said Unrestricted Reserve "A" of Louetta Business Park and the Southwesterly corner of said 13.614 acre tract;

Thence, N 89°01'16" E, along the Northerly line of said 6.0578 acre tract and the Southerly line of said Unrestricted Reserve "A", a distance of 842.03 feet to a 5/8 inch iron rod found in the Southwesterly line of that certain 130 foot Harris County Flood Control District Drainage Easement for Wunsche Gully (Unit Number K420-03-00) described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number S661500 and the POINT OF BEGINNING of the herein described tract of land;

Thence, along the Southwesterly line of said 130 foot Harris County Flood Control District Drainage Easement the following courses and distances:

N 44°33'43" W, a distance of 245.58 feet to a point of curvature to the right;

In a Northwesterly direction, with said curve to the right, having a central angle of 12°59'30", a radius of 420.00 feet, an arc length of 95.23 feet, a chord bearing of N 38°03'58" W and a chord length of 95.03 feet to a point of tangency;

N 31°34'13" W, a distance of 310.07 feet to the Southeasterly line of that certain called Harris County Right-of-way, 0.655 of one acre of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number J354229;

Thence, N 56°15'02" E, along the Southeasterly line of said Harris County Right-of-way, a distance of 127.71 feet to a point in the centerline of Wunsche Gully and the Northeasterly line of said Unrestricted Reserve "A";

Thence, along the Northeasterly line of said Unrestricted Reserve "A" and the centerline meanders of Wunsche Gully as recited in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number S126707, the following courses and distances:

S 07°31'33" W, a distance of 46.33 feet;

S 05°16'39" E, a distance of 26.27 feet;

S 67°53'50" E, a distance of 49.33 feet;

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S 15°30'59" E, a distance of 136.24 feet;

S 33°45'14" E, a distance of 127.12 feet;

S 08°41'02" W, a distance of 56.86 feet;

S 45°27'32" E, a distance of 114.74 feet;

S 68°32'56" E, a distance of 102.10 feet;

S 44°58'13" E, a distance of 93.65 feet;

S 43°31'45" E, a distance of 0.05 feet to the Southeasterly corner of said Unrestricted Reserve "A";

Thence, S 80°01'16" W, along the Southerly line of said Unrestricted Reserve "A", a distance of 98.00 feet to the POINT OF BEGINNING and containing 1.1658 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204), DERIVED FROM CORS SITE ROD1.

TRACT BEING SHOWN ON MAP (SBE HSC 00939-A-1)

HOVIS SURVEYING COMPANY, INC.

Texas Firm Registration No. 10030400

By: _____



Date: April 11, 2014
Job No.: 12-112-00
Dwg. No.: HSC 00939-A-1
File No.: D12-112.00D

DESCRIPTION
TRACT 3

1.8539 acres of land situated in the Charles Wunsche Survey, Abstract Number 862, Harris County, Texas, being a portion of that certain called 13.614 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20130174484 and being a portion of that certain Unrestricted Reserve "A" of Louetta Business Park, a subdivision as shown on map or plat recorded under Film Code No. 658262 of the Map Records of Harris County, Texas, said 1.8539 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the Southeastly corner of Whitewood Drive (80 foot right-of-way) as shown on map or plat of Louetta Crossing, a subdivision recorded under Film Code Number 418050 of the Map Records of Harris County, Texas, the Northwestly corner of that certain called 6.0578 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number V481096, the Southwestly corner of that certain called 100 foot Drainage Easement described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number S273875, the Southwestly corner of said Unrestricted Reserve "A" of Louetta Business Park and the Southwestly corner of said 13.614 acre tract;

Thence, N 09°58'44" W, along the Easterly line of said Whitewood Drive and the Westerly line of said 100 Drainage Easement, a distance of 100.00 feet to the Northwestly corner of said 100 foot Drainage Easement;

Thence, N 80°01'16" E, along the Northerly line of said 100 foot Drainage Easement, a distance of 773.09 feet to the Northeastly corner of said 100 foot Drainage Easement;

Thence, S 44°33'43" E, along the Easterly line of said 100 foot Drainage Easement, a distance of 121.46 feet to a 5/8 inch iron rod found in the Southerly line of said Unrestricted Reserve "A", for the Northeastly corner of said 6.0578 acre tract and the Southeastly corner of said 100 foot Drainage Easement;

Thence, S 80°01'16" W, along the Northerly line of said 6.0578 acre tract, the Southerly line of said Unrestricted Reserve "A" and the Southerly line of said 100 foot Drainage Easement, a distance of 842.03 feet to the POINT OF BEGINNING and containing 1.8539 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204), DERIVED FROM CORS SITE ROD1.

TRACT BEING SHOWN ON MAP (SEE HSC 0939-A-1)

HOVIS SURVEYING COMPANY, INC.

Texas Firm Registration No. 10030400

By: _____

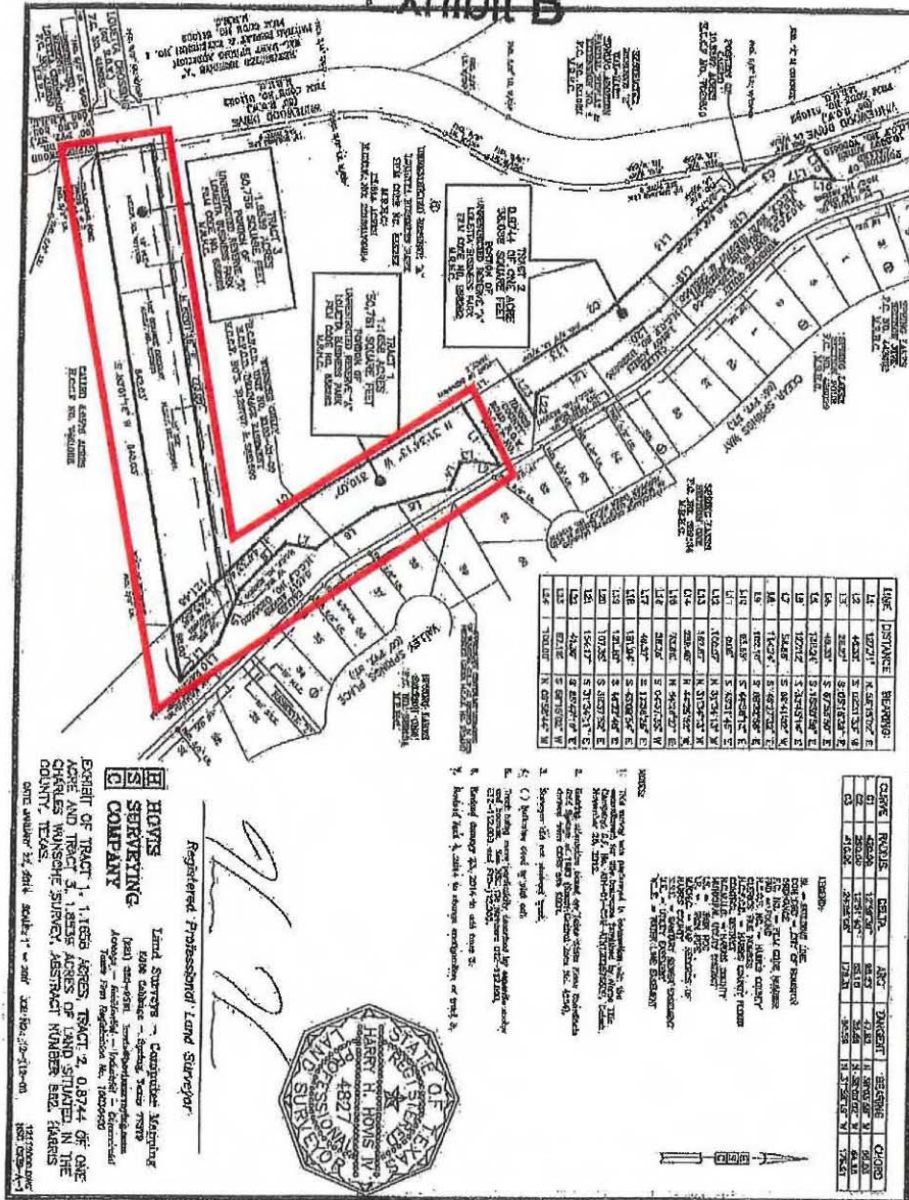
Date: April 11, 2014
Job No.: 12-112-00
Dwg. No.: HSC 00939-A-1
File No.: B12-112.00D



ER 060 - 47 - 0386

ER 060 - 47 - 0387

Exhibit B



ER 060 - 47 - 0388

20140384341
Pages 11
08/27/2014 14:18:43 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 52.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me, and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

EXHIBIT C

EXHIBIT C

Preliminary Opinion of Probable Construction Costs
WC&ID 110 and Harris County MUD No. 249
Cypress Lake Detention Expansion to Haas Pond

LEI Job No. 078-383, Contract #1

Date: 6/23/2021

Item	Description	Quantity	Unit	Unit Cost	Cost
1	Excavate, Haul, and Legally Dispose Soil	19600	CY	12	\$ 235,200
2	Concrete Pilot Channel 6' Wide	1100	SF	12	\$ 13,200
3	18" Broken Concrete Rip Rap	330	SY	100	\$ 33,000
4	Restoration Grass Establishment	4.1	Acres	2,000	\$ 8,200
5	Modification of existing interceptor structure	2	EA	3,500	\$ 7,000
6	Install and Remove Stabilized Construction Access	1	EA	2,800	\$ 2,800
7	Install and Remove Filter Fabric Fence	1450	LF	2	\$ 2,900
8	Storm Water Pollution Prevention	1	LS	10,000	\$ 10,000
Sub Total =					\$ 312,300
Contingencies (15%) =					\$ 46,800
Material Testing (2%) =					\$ 7,200
Construction Inspection =					\$ 6,600
Engineering (13%) =					\$ 46,700
POPPC_ Preliminary Opinion of Probable Project Cost =					\$ 419,600
9	Geotech Borings	PAID	\$		3,928

	HCFC D		MUD 249		WC&ID 110	
		50.00%		25.00%		25.00%
POPCC plus Previous expenses	\$	423,528	\$	105,882	\$	105,882
Previous Expenses	\$	3,928	\$	1,964	\$	1,964
Projected Costs for HCFC D, MUD 249, and WC&ID 110						
		\$ 211,764	\$	103,913	\$	103,913

Notes:

1. Maintenance Costs, Land Costs, and Title Costs were removed per negotiations between WC&ID 110, HCMUD 249 and HCFC D.
2. Geotech Boring cost included in summary is cost incurred from geotechnical investigation performed by HTS, Inc. on July 30, 2018.
3. Plan will utilize existing survey from record drawings for design/construction.
4. Basic Engineering Services also includes preparing plans and specifications, bidding, review of bids, recommendation of construction contract award, review of pay estimates, and preparation of engineer's certification of completion.
5. Construction material testing by independent lab estimated at 2% construction.
6. Construction inspection cost is estimated at 15 hours per week for 5 weeks.
7. LOMR cost not included (it is anticipated that FIRM update will be completed by the County).
8. Improvements to this facility cannot be used for any future development detention offset.

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the city of Houston, Texas, on _____, with the following members present, to-wit:

and the following members absent, to wit: _____, constituting a quorum, when among other business, the following was transaction:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
 BY AND THROUGH HARRIS COUNTY WATER CONTROL AND IMPROVEMENT
 DISTRICT NO. 110, HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 249 AND
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey, P. E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, HC110 owns a 6.0578-acre tract of land as described in Exhibit "A," attached hereto and incorporated herein for all purposes (the "HC110 Tract"); and

WHEREAS, HC249 owns an adjacent 3.10714-acre tract of land as described in Exhibit "B," attached hereto and incorporated herein for all purposes (the "HC249 Tract") (the HC110 Tract and the HC249 Tract, herein collectively, the "Subject Properties"); and

WHEREAS, HC110 has caused to be constructed on the HC110 Tract a detention pond to provide drainage for all or a portion of the land inside HC110 and its surrounding area (the "HC110 Detention Pond"); and

WHEREAS, HC249 has caused to be constructed on the HC249 Tract a detention pond to provide drainage for all or a portion of the land inside HC249 and its surrounding area (the "HC249 Detention Pond"); and

WHEREAS, HC110 and HC249 have determined that it is in the best interest of their respective district to (i) remove the berm between the HC110 Detention Pond and HC249 Detention Pond, (ii) combine the HC110 Detention Pond and the HC249 Detention Pond, and (iii) excavate the HC110 Detention Pond and the HC249 Detention Pond to provide additional

detention in a volume which will result in a reduction of flooding and mitigate flooding in HC110, HC249 as well as surrounding areas (the "Project"); and

WHEREAS, the cost to design and construct the Project will be shared among the Parties as hereinafter set forth; and

WHEREAS, HC110 shall design and cause the construction of the Project; and

WHEREAS, HC110 will provide to HCFCD and HC249 the construction plans to construct the Project for review and approval; and

WHEREAS, HC110 will publicly bid and manage the construction for the Project, the cost of which is estimated to be \$423,528.00 ("Project Cost"), which cost is inclusive of design and management costs as set forth in Exhibit "C," attached hereto; and

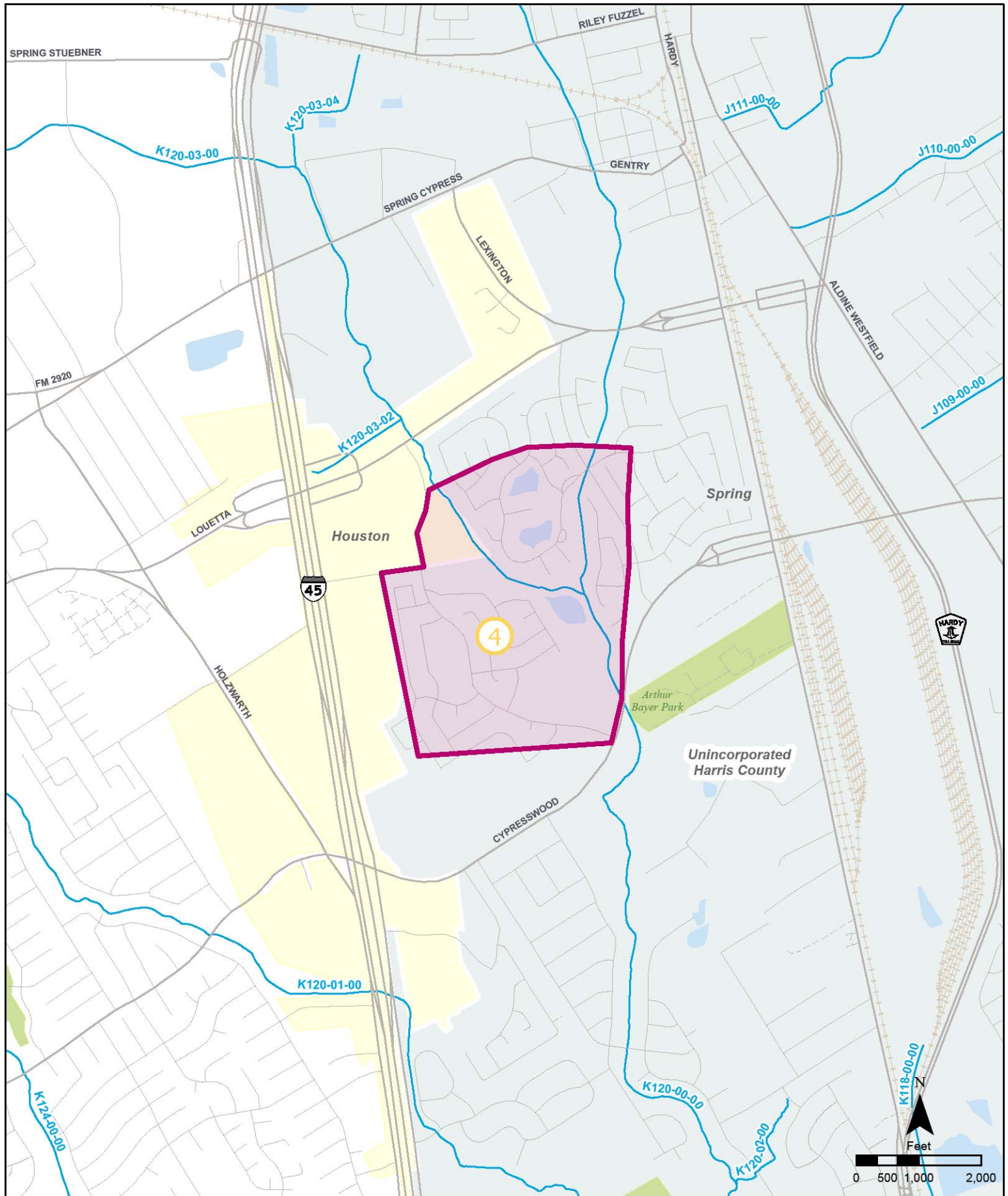
WHEREAS, HCFCD is willing to contribute a portion of the Project Cost to construct the Project; and

WHEREAS, it is to the benefit of HC110, HC249 and HCFCD to enter into this Agreement for the use and benefit of the public to reduce flooding in the area.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS, THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of Harris County Flood Control District, an Interlocal Agreement by and through Harris County Flood Control District, Harris County Municipal Utility District No. 249 and Harris County Water Control and Improvement District No. 110, for a maximum fee of \$211,764.00 to be paid by HCFCD, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim.



Project ID: K120-03-00-E001

Watershed: Cypress Creek

Precinct: 4

