

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SUGAR LAND AND FORT BEND COUNTY LEVEE  
IMPROVEMENT THE DISTRICT NO. 11**

This Interlocal Agreement is made between the **CITY OF SUGAR LAND, TEXAS (CITY)** and **FORT BEND COUNTY LEVEE IMPROVEMENT THE DISTRICT NO. 11 (DISTRICT)**.

**Recitals:**

The City is annexing Greatwood effective December 12, 2017, pursuant to and as more particularly described in Ordinance No. 2075 adopted by the City's City Council. The District owns and operates a levee system, including certain Property more commonly referred to as Middle Bayou and the Middle Bayou Diversion Channel. Drainage outfalls are located along certain portions of the Property that provide drainage for streets and properties within Greatwood. Upon annexation of Greatwood, the City will begin maintenance of the drainage outfalls. The City needs access across, over and within the property so that it can maintain the drainage outfalls.

**Agreement:**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises and mutual covenants and agreements expressed herein, the parties agree as follows:

**1. Definitions.** In this Agreement:

*Agreement* means this Interlocal Agreement Between the City and the District.

*Authorized Persons* means the City, its officers, employees, agents, contractors, the contractors' subcontractors, and other acting under or through their authority.

*City* means the City of Sugar Land, Texas.

*District* means Fort Bend County Levee Improvement District No. 11.

*Drainage Outfalls* means the drainage outfall structures as numbered in Exhibit "A", including any associated equipment, facilities, and appurtenances thereto, which are generally shown in Exhibit "B".

*Property* means (i) Portions of Middle Bayou as described in the Special Warranty Deed recorded in File No. 98105422 of the Fort Bend County Official Public Records consisting of 5.8238 acres and 20.786 acres, and (ii) Middle Bayou Diversion Channel described in the Special Warranty Deed recorded in Volume

2180, Page No. 2408 (File No. 9001330) of the Fort Bend County Official Public Records consisting of 52.1394 acres.

*Work* means the construction, reconstruction, repair, restoration, and alteration of the Drainage Outfalls.

**2. Exhibits.** This Agreement includes the following exhibits, attached to and incorporated into this Agreement by reference:

*Exhibit A— Drainage Outfalls*

*Exhibit B—General Locations of Drainage Outfalls*

**3. Access Authorized.** The Authorized Persons may enter onto, over, across and have ingress to and from the Property to operate, inspect, maintain or perform Work on or to the Drainage Outfalls. The access granted herein includes access by vehicles, equipment, machinery and pedestrians.

**4. The City's Obligations.** The City will:

- (a) Give 48-hours advance written notice to the District before it enters upon the Property to perform Work on or to the Drainage Outfalls;
- (b) Coordinate with the District's engineer and operator during Work performed on or to the Drainage Outfalls;
- (c) Not cause damage to the Property or related facilities that undermines the integrity of the Property or related facilities;
- (d) Take any necessary steps to prevent adverse effects to the Property, or related facilities that impair flood protection;
- (e) After Work is completed by any of the Authorized Persons:
  - (1) Repair, restore or cause to be repaired or restored the Property to as reasonable a condition existing prior to the Work to the satisfaction of the District;
  - (2) Remove, or cause to be removed, all construction or maintenance equipment from the Property;
  - (3) Remove, or cause to be removed, all spoil generated by the Authorized Persons' activities or distribute, or cause to be distributed, such spoil in a manner consistent with the approval the

District's engineer, and re-fill or re-compact soil to meet the District's requirements to the satisfaction of the District; and

(4) Re-seed and establish grass coverage, or cause such to be done, if necessary to the satisfaction of the District; and

(f) Require its contractors performing Work to maintain general liability insurance in an amount not less than \$1,000,000.00 per occurrence.

**5. City's Insurance.** The City currently maintains insurance coverage for death and bodily injury in an amount sufficient to cover claims against the City under the Texas Tort Claims Act. City will name the District as an additional insured on City's current insurance policy. Before beginning construction or reconstruction of the Drainage Outfalls, the City will provide the District with a copy of the City's certificate of insurance. City shall require all of its contractors performing Work to maintain general liability insurance in an amount not less than \$1,000,000.00 per occurrence. The insurance carried by City pursuant to this section shall provide primary coverage to the District with respect to any claim related to or arising out of the Work or use of the Property hereunder, and in such circumstance the District's policy will be excess over the policy or policies carried by the City hereunder.

## **6. Term.**

(a) *Initial Term.* The initial terms of this Agreement begins on December 12, 2017 and ends on December 11, 2027, unless terminated earlier as allowed by this Agreement.

(b) *Renewal Term.* This Agreement automatically renews for successive five-year terms after the initial term unless a party gives the other party at least six months' advance written notice prior to the end of the term that the Agreement will not be renewed for another term.

(c) *Non-Renewal.* If this Agreement is not renewed by the District, it agrees to negotiate in good faith to grant an easement to the City so that the City may access the Drainage Outfalls to provide drainage for Greatwood.

**7. Termination.** The parties may terminate this Agreement during its term as provided in this paragraph if a party fails to comply with its terms. The party alleging the default will give the other parties notice of the default in writing. If the party in default fails to cure the default within 30 days of the date of the notice, the party giving the notice may terminate this Agreement by written notice to the other party, specifying the date of termination. Termination of this Agreement under this paragraph does not affect the right of the parties to seek any remedies for breach of contract as provided by law.

**8. Notices.** All notices given or required herein shall be given in writing and shall be given either by hand delivery or by depositing such notice in the United States first-class mail, postage prepaid, by certified or registered mail, return receipt requested, enclosed in an envelope addressed to the party to be notified at the following address, or at such other address as any such party shall from time to time designate in writing:

If to City: City of Sugar Land  
P.O. Box 110  
Sugar Land, Texas 77487  
Attention: City Manager  
[abogard@sugarlandtx.gov](mailto:abogard@sugarlandtx.gov)

w/ copy to: City of Sugar Land  
111 Gillingham Ln.  
Sugar Land, Texas 77478  
Attention: Director of Public Works  
[rvalenzuela@sugarlandtx.gov](mailto:rvalenzuela@sugarlandtx.gov)

If to District: Fort Bend County Levee Improvement District No. 11  
c/o Allen Boone Humphries Robinson LLP  
Phoenix Tower  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attention: Attorney for the District  
[lhumphries@abhr.com](mailto:lhumphries@abhr.com)

w/ copy to: Levee Management Services, LLC  
1650 Highway 6 S  
Suite 430 Sugar Land, Texas 77478  
Attention: Jeff Perry  
[j.perry@leveemanagementservices.com](mailto:j.perry@leveemanagementservices.com)

Notice delivered in accordance with this paragraph shall be deemed delivered upon delivery, if delivered by hand, and three (3) business days after deposit in a domestic United States depository box, if delivered by mail.

## **9. Miscellaneous Provisions.**

(a) *Payment from Current Revenues.* Payment for the performance of governmental functions or services under this Agreement is being made from current revenues available to the paying party.

(b) *Permits and Licenses.* The City or its contractors, shall make application for, and secure from, any and all federal, state, and local governmental authorities having jurisdiction thereof, and shall maintain in effect and

comply with, all permits, licenses and other authorizations required for the purposes of the Work.

(c) *No Liens.* The City shall keep the Property, or cause the Property to be kept, free and clear of all liens and encumbrances resulting from the Work or acts performed by or on behalf of the City pursuant to this Agreement.

(d) *Remedies Cumulative.* The rights and remedies provided in this Agreement or otherwise under applicable laws are cumulative and the exercise of any particular right or remedy does not preclude the exercise of any other right or remedy.

(e) *Dispute resolution procedures.* The City and the District desire an expeditious means to resolve any disputes that may arise between them regarding this Agreement. If either party disputes any matter relating to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The City and the District will each pay one-half of the mediator's fees.

(f) *Law Governing and Venue.* This Agreement is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Agreement in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

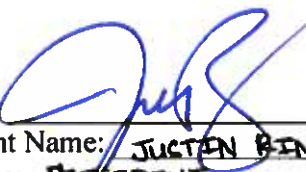
(g) *Assignment.* This Agreement may not be assigned to any other person or entity unless the City and the District consent in writing to the assignment.

(h) *Severability.* If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.


(i) *Entire Agreement.* This Agreement represents the entire agreement between the City and the District and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**SIGNATURE PAGE FOLLOWS**

**FORT BEND COUNTY LEVEE  
IMPROVEMENT DISTRICT NO.11**

By:   
Print Name: JUSTIN BING  
Title: PRESIDENT

Date: DECEMBER 13, 2017

ATTEST:  
By:   
Print Name: STUART RIMES  
Title: SECRETARY

**CITY OF SUGAR LAND**

\_\_\_\_\_  
Allen Bogard, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Glenda Gundermann, City Secretary

Approved as to Form:

Attachment: Exhibit A—Drainage Outfalls  
Exhibit B—General Location of Drainage Outfalls

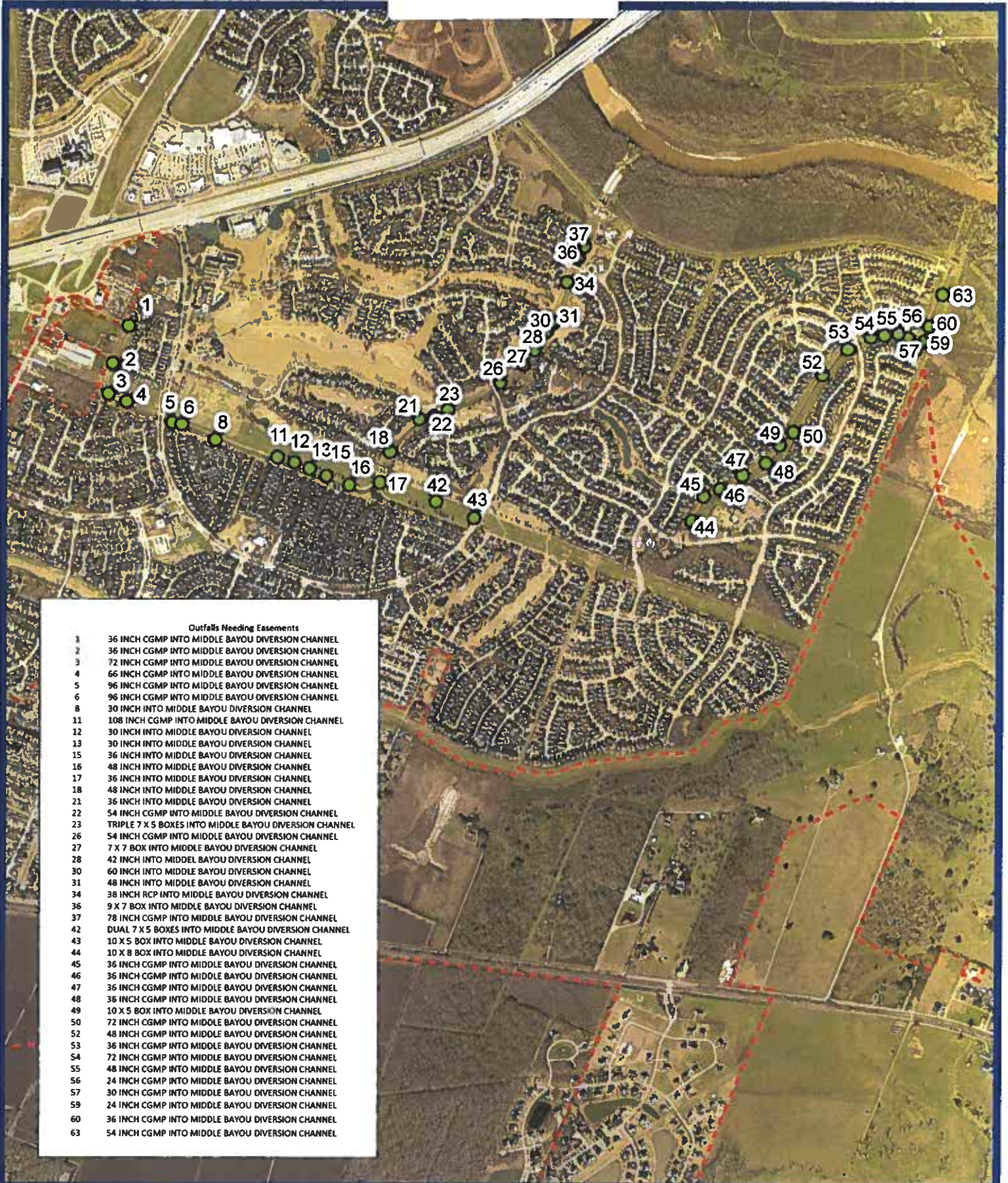
EXHIBIT A

Outfalls Needing Easements

1	36 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
2	36 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
3	72 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
4	66 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
5	96 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
6	96 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
8	30 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL
11	108 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
12	30 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL
13	30 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL
15	36 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL
16	48 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL
17	36 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL
18	48 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL
21	36 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL
22	54 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
23	TRIPLE 7 X 5 BOXES INTO MIDDLE BAYOU DIVERSION CHANNEL
26	54 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
27	7 X 7 BOX INTO MIDDLE BAYOU DIVERSION CHANNEL
28	42 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL
30	60 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL
31	48 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL
34	38 INCH RCP INTO MIDDLE BAYOU DIVERSION CHANNEL
36	9 X 7 BOX INTO MIDDLE BAYOU DIVERSION CHANNEL
37	78 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
42	DUAL 7 X 5 BOXES INTO MIDDLE BAYOU DIVERSION CHANNEL
43	10 X 5 BOX INTO MIDDLE BAYOU DIVERSION CHANNEL
44	10 X 8 BOX INTO MIDDLE BAYOU DIVERSION CHANNEL
45	36 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
46	36 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
47	36 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
48	36 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
49	10 X 5 BOX INTO MIDDLE BAYOU DIVERSION CHANNEL
50	72 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
52	48 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
53	36 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
54	72 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
55	48 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
56	24 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
57	30 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
59	24 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
60	36 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL
63	54 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL



# EXHIBIT B



## Outfalls Needing Easements

- |    |  |
|----|--|
| 1  | 36 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL       |
| 2  | 36 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL       |
| 3  | 72 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL       |
| 4  | 66 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL       |
| 5  | 96 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL       |
| 6  | 96 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL       |
| 8  | 30 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL            |
| 11 | 108 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL      |
| 12 | 30 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL            |
| 13 | 30 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL            |
| 15 | 36 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL            |
| 16 | 48 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL            |
| 17 | 36 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL            |
| 18 | 48 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL            |
| 21 | 36 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL            |
| 22 | 54 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL       |
| 23 | TRIPLE 7 X 5 BOXES INTO MIDDLE BAYOU DIVERSION CHANNEL |
| 26 | 54 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL       |
| 27 | 7 X 7 BOX INTO MIDDLE BAYOU DIVERSION CHANNEL          |
| 28 | 42 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL            |
| 30 | 60 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL            |
| 31 | 48 INCH INTO MIDDLE BAYOU DIVERSION CHANNEL            |
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| 44 | 10 X 8 BOX INTO MIDDLE BAYOU DIVERSION CHANNEL         |
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| 46 | 36 INCH CGMP INTO MIDDLE BAYOU DIVERSION CHANNEL       |
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**CITY OF  
SUGAR LAND**

**Greatwood  
Outfalls**



DECEMBER, 2017

0 280 560 1,120 1,680 2,240  
Feet

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, the City of Sugar Land is under no liability or damages for any errors or omissions. This product is for informational purposes only and may not be used for any other purpose. It is not a substitute for a professional survey. It does not represent an on-the-ground survey and represents the approximate location of property boundaries. If any errors are detected, please contact the GIS Division of Information Technology at (281) 375-2275.

