

HEB Grocery Company, LP
646 South Flores Street
San Antonio, Texas 78204

September 16, 2016

Fort Bend County
301 Jackson Street
Richmond, Texas 77469
Attn: Marcus Spencer

RE: Funding for a certain deceleration lane along FM 1093 to be constructed by Fort Bend County (the "**County**") using funding provided by HEB Grocery Company, LP ("**HEB**")

Dear Marcus:

This letter agreement (this "Letter Agreement") sets forth the agreement of HEB and the County regarding the funding for construction of that certain deceleration lane along FM 1093 depicted on the attached Exhibit "A" (the "**Deceleration Lane**"). We understand that the estimated cost of constructing the Deceleration Lane (with a 25% contingency) is Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). We also understand that the County's schedule for completing other work along FM 1093 will require that the County initiate work on the Deceleration Lane immediately in order for such Deceleration Lane to be constructed as part of the FM 1093 project. HEB has provided a plan locating the proposed driveway connection point and the County has relied on that information to initiate changes to the County construction plans for FM 1093.

The purpose of this letter is to confirm HEB's agreement to reimburse the County for the actual, reasonable out-of-pocket costs incurred by the County in connection with construction of the Deceleration Lane (the "**Reimbursable Costs**") up to a maximum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the "**Initial Funding Commitment**"). To secure such obligation, HEB shall advance the Initial Funding Commitment to the County by wire transfer within one (1) business day following the County Project Manager's acceptance of the construction contract change order provided by the contractor pursuant to which the Deceleration Lane will be constructed (the "**Change Order**"). Upon receipt of the Initial Funding Commitment, the County shall hold such funds to be used for the sole purpose of satisfying HEB's obligations with respect to the Reimbursable Costs pursuant to the terms, conditions and provisions of this Letter Agreement.

If the Reimbursable Costs are anticipated to exceed the Initial Funding Commitment, then the County shall notify HEB and HEB may elect, in its sole discretion, to increase its obligations hereunder by delivering written notice to County stating a new maximum amount that HEB is agreeing to reimburse pursuant to this Letter Agreement (the "**Additional Funding Commitment**"). Within thirty (30) days following completion of the Deceleration Lane, the County shall provide to HEB an accounting of the Reimbursable Costs, whereupon the County shall refund any amounts remaining in the Initial Funding Commitment or HEB shall pay to the County all or any portion of the Additional Funding Commitment as may be necessary to satisfy the Reimbursable Costs.

In consideration of HEB's funding commitments, the County hereby agrees to deliver to HEB the plans for the Deceleration Lane so that HEB can confirm that the driveway connection to such Deceleration Lane is in the location provided by HEB and agrees to cause the Deceleration Lane to be constructed in a good and workmanlike manner, in conformance with the approved plans for the Deceleration Lane, and no later than December 31, 2016.

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This Letter Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one and the same agreement. For purposes of this Letter Agreement, a facsimile signature shall be deemed an original signature. This Letter Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Please indicate your agreement with the foregoing by executing this Letter Agreement in the space designated below.

Yours sincerely,

HEB GROCERY COMPANY, LP,
a Texas limited partnership



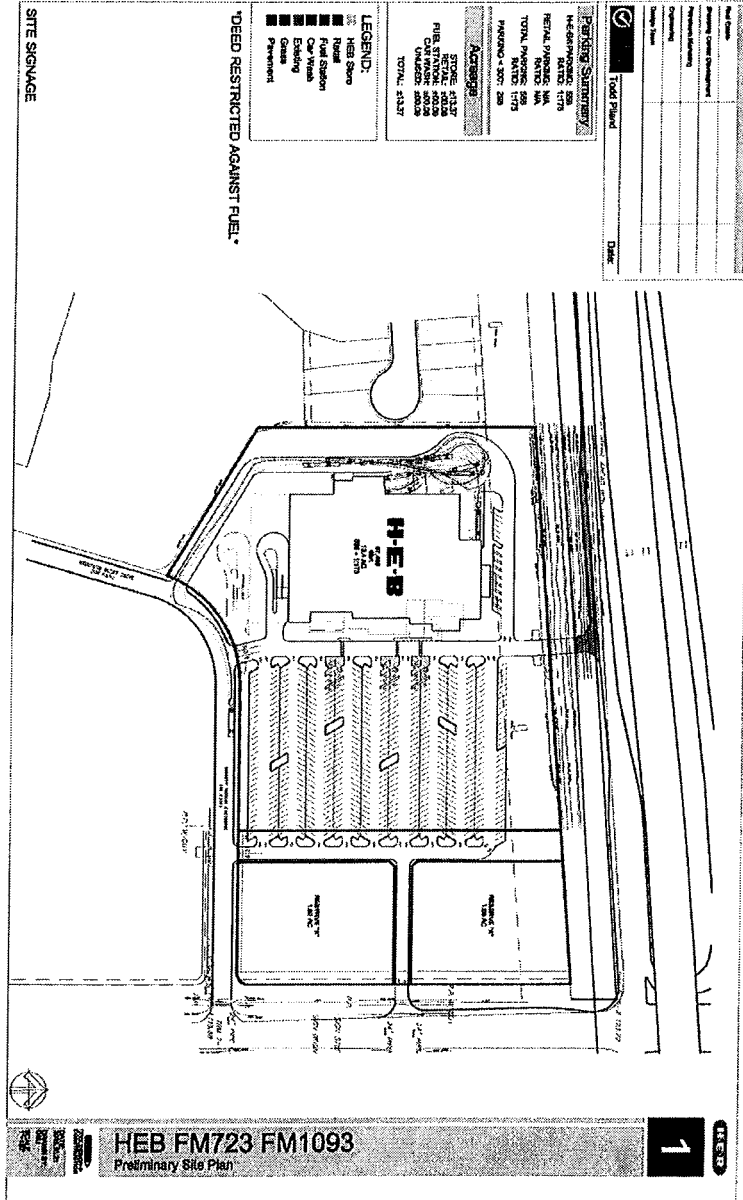
By: 
Name: Todd A. Piland
Title Executive Vice President

ACKNOWLEDGED AND AGREED TO:

FORT BEND COUNTY,
a body corporate and politic under the laws of the State of Texas

By: _____
Name: Robert E. Hebert
Title County Judge

Exhibit "A"



NOTE: The depiction of and location of lot lines, access drives, buildings and other common area improvements above are for illustrative purposes only. HEB does not make any representation regarding the construction, existence or availability of the same, nor shall HEB be deemed to have any obligation to construct the same.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HEB Grocery Company, LP
 San Antonio, TX United States

Certificate Number:
 2016-116338

Date Filed:
 09/26/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

HEB - FM 723/FM1093
 Agreement - Traffic Signal Funding

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Butt, Charles C.	San Antonio, TX United States	X	
	Crook, Eleanor B.	San Marcos, TX United States	X	
	Butt, III, Howard E.	San Antonio, TX United States	X	
	Butt, Stephen W.	Fort Worth, TX United States	X	
	Boyan, Craig A.	San Antonio, TX United States	X	
	Lindquist, Judith A.	San Antonio, TX United States	X	
	Otto, Martin H.	Austin, TX United States	X	
	Piland, Todd A.	San Antonio, TX United States	X	
	Rose, John	Dallas, TX United States		X
	Baker, Karl	San Antonio, TX United States		X

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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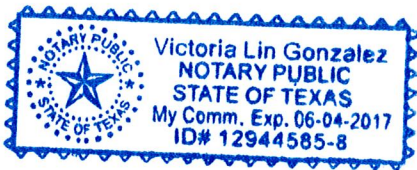
HEB - FM 723/FM1093
 Agreement - Traffic Signal Funding

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Stephen L. Golden, this the 26 day of September 2016, to certify which, witness my hand and seal of office.

Victoria Lin Gonzalez Signature of officer administering oath
Victoria L. Gonzalez Printed name of officer administering oath
Notary Title of officer administering oath