

C.R. Nevada Associates, LLC
1985 W. Big Beaver Rd., Ste. 200
Troy, Michigan 48084

November 16, 2016

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

RE: Funding for a certain deceleration lane along FM 1093 and modification to the Detention to be constructed by Fort Bend County (the "**County**") using funding provided by C.R. Nevada Associates, LLC ("**CRNA**").

Dear Marcus:

This letter agreement (this "**Letter Agreement**") sets forth the agreement of CRNA and the County regarding the funding for construction of that certain deceleration lane along FM 1093 and modification to the Detention depicted on the attached Exhibit "A" (the "**Deceleration Lane**"). We understand that the estimated cost of engineering and constructing the Deceleration Lane and Detention modification is Five Hundred Thousand and No/100 Dollars (\$500,000.00). 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 and Detention modification immediately in order for such Deceleration Lane and Detention modification to be constructed as part of the FM 1093 project. CRNA 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 CRNA'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 and Detention modification (the "**Reimbursable Costs**") up to a maximum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "**Initial Funding Commitment**"). An initial payment of Twenty Thousand and No/100 Dollars (\$20,000.00) is attached, or being concurrently wired to FBC, to secure the engineering and change order preparation activities. To secure final change order obligation, CRNA shall advance the remainder of the Initial Funding Commitment to the County by check or wire transfer prior to the County's execution of the construction contract change order pursuant to which the Deceleration Lane and Detention modification will be constructed (the "**Change Order**"). Upon receipt of the Initial Funding Commitment, the County shall hold such funds in escrow to be used for the sole purpose of satisfying CRNA's obligations with respect to the Reimbursable Costs pursuant to the terms, conditions, and provisions of this Letter Agreement and such funds shall remain the property of CRNA until such time as they are applied to such Reimbursable Costs.

If the Reimbursable Costs are anticipated to exceed the Initial Funding Commitment, then the County shall notify CRNA and CRNA may elect, in its sole discretion, to increase its obligations hereunder by delivering written notice to County stating a new maximum amount that CRNA is agreeing to reimburse pursuant to this Letter Agreement (the "**Additional Funding Commitment**"). If CRNA

declines to increase its obligation, the change order will not be initiated and CRNA will submit for a permit to add the Deceleration Lane and Detention modification at a later date. Within thirty (30) days following completion of the Deceleration Lane and Detention modification, the County shall provide to CRNA an accounting of the Reimbursable Costs, whereupon the County shall refund any amounts remaining in the Initial Funding Commitment or CRNA shall pay to the County all or any portion of the Additional Funding Commitment as may be necessary to satisfy the Reimbursable Costs.

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,

C.R. Nevada Associates, LLC
A Michigan Limited Liability Company

By: 
Name: Jay L. Cooke
Title Managing Member

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”



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

CR Nevada Associates, LLC
Troy, MI United States

Certificate Number:
2016-138529

Date Filed:
11/18/2016

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.

Westpark Meadows
Deceleration Lane

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cooke, Jay	Troy, MI United States	X	
	Thomas, Michael	Troy, MI United States		X

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.

SHIRLEY A. SCHENCK
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 21, 2019
ACTING IN COUNTY OF Oakland

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jay L Cooke, this the 18th day of November
20 16 to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath