

JOINT PROJECT AGREEMENT REGARDING ROAD RIGHT-OF-WAY AND RELATED CONSTRUCTION

This Joint Project Agreement Regarding Road Right-of-Way and Related Construction (this "Agreement") is entered into as of this, 16th day of November, 2016 (the "Effective Date") by and between Fort Bend County Municipal Management District No. 1 (the "District"), a political subdivision of the State of Texas, and Fort Bend Grand Parkway Toll Road Authority (the "Authority"), a local government corporation created by Fort Bend County, Texas (the "County") pursuant to Chapter 431 of the Texas Transportation Code (collectively, the "Parties" or individually, a "Party").

RECITALS

WHEREAS, the Authority has developed the Grand Parkway Toll Road Segment D (the "Grand Parkway"), a portion of which is immediately adjacent to the District's boundary;

WHEREAS, the Parties desire to coordinate and allocate responsibility for the design, construction, and maintenance of the southbound exit ramp from the Grand Parkway to the interchange at Airport Boulevard, including a deceleration lane for a public access point into the District as shown on **Exhibit A**, attached hereto, ("Exit Ramp"); and

WHEREAS, Grand Parkway 1358 LP (the "Developer") currently owns the land adjacent to the Grand Parkway and necessary for construction of the deceleration lane associated with the Exit Ramp, (the "Land") and has agreed to convey the Land for use as road right-of-way for the deceleration lane; and

WHEREAS, the Exit Ramp will facilitate the development of commercial property in the County and the District, thereby expanding their tax bases and will increase toll revenues on the Grand Parkway; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement, and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, obligations, and benefits contained herein, the Parties agree as follows:

AGREEMENT

1. The Authority shall design and construct the Exit Ramp as shown on **Exhibit A** in full compliance with the applicable rules and regulations of Fort Bend County and all other bodies having jurisdiction over such design and construction. The authority will allow the District engineer to review and comment on the plans and specifications for the ramp and driveway connection. The Authority will use all commercially reasonable efforts to cause the Exit Ramp to be completed by within one year from the Effective Date.

2. The District will acquire from the Developer fee title to the Land. The District shall transfer fee title to the Land to the Authority within 60 days of the Authority's written request for same, at no cost to the Authority.

3. The Parties agree that access to the Exit Ramp from the property adjacent and west of the Land shall be denied, except for the following one public or private roadway connection is allowed as shown in **Exhibit A**.

4. The District will be responsible for 100% of the cost to design and construct the Exit Ramp. The District will advance funds for these costs in two payments:

- a. The District will deposit the estimated cost for the design (\$60,000) with the Authority within 30 days of the execution of this Agreement.
- b. After the Authority takes bids, the District will deposit the contract amount plus a 10% contingency with the Authority after receipt of bids but before award of the contract.
- c. The Authority shall separately account for all funds deposited and hold such funds in trust for the benefit of the Parties and use only to pay the Exit Ramp costs.

5. The Authority shall advertise and award the contract in accordance with applicable state laws.

6. Upon completion of the Exit Ramp, the Authority will provide a full accounting of the costs incurred to the District. The Authority will refund any remaining funds within 45 days of the completion of the Exit Ramp.

7. The Authority will own and maintain the Exit Ramp and related improvements within the dedicated road right-of-way.

8. The recitals and all referenced exhibits are incorporated into the Agreement for all purposes.

9. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.

10. All notices, requests, approvals and other communications required or permitted under this Agreement shall be given in writing and shall be deemed effective (i) upon receipt when delivered by overnight courier or hand delivery, or (ii) two (2) business days after deposit with the US Postal Service, sent certified mail, return receipt requested, postage prepaid, and in each case addressed as follows:

If to the Authority:	Fort Bend County Toll Road Authority c/o The Muller Law Group PLLC 16555 Southwest Freeway, Ste. 200 Sugar Land, Texas 77479 Attn: Richard L. Muller, Jr.
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If to the District: Fort Bend County Municipal Management District No. 1
c/o COATS, ROSE, YALE, RYMAN & LEE PC
9 Greenway Plaza, Suite 1100
Houston, Texas 77046-3653

Any Party may designate a different address or manner of delivery by giving at least ten (10) days written notice to the other Parties in the manner provided above.

11. This Agreement together with all referenced exhibits contains the entire agreement between the Parties relating to this Agreement's subject matter and supersedes all prior or contemporaneous agreements, understandings, and commitments between the Parties, whether oral or written, relating to the same. Each Party expressly represents and warrants that no statement, promise, covenant, agreement, warranty, or representation, other than those expressly provided in this Agreement, was made to or relied upon by that Party. This Agreement may only be modified, amended, or terminated in a writing signed by all Parties.

12. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including without limitation any resident of any Party.

13. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

14. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.

15. The provisions of this Agreement are severable, and if any provision of this Agreement shall be declared void, illegal, or unenforceable by any court, administrative agency, or other body having valid jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

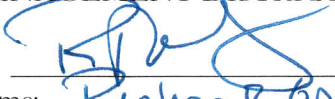
16. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations, and laws which may be applicable by the United States, the State of Texas, or any other regulatory agency having jurisdiction. This Agreement, and all claims arising from or relating to this Agreement, shall be construed, interpreted, and enforced under the laws of the State of Texas, excluding any choice of law rules that would direct the application of the laws of another jurisdiction, and the state courts in Fort Bend County, Texas, shall have exclusive jurisdiction with respect to any disputes arising from or relating to this Agreement.

17. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the Effective Date of this Agreement, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.


[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

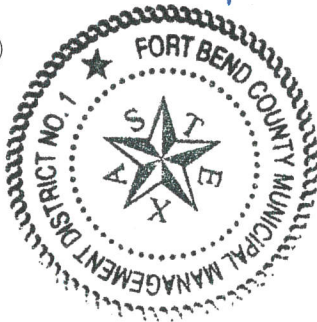
FORT BEND COUNTY MUNICIPAL
MANAGEMENT DISTRICT NO. 1

By: 
Name: Rickie R Bony
Title: Pres W

ATTEST:

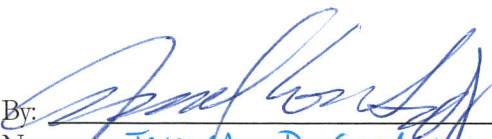

Name: Doug Adolph
Title: Secretary

(SEAL)




IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

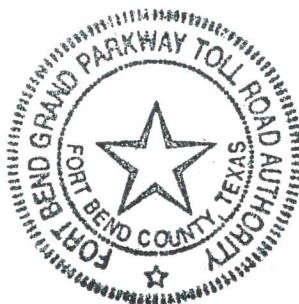
FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY

By: 
Name: James D. Condeelis, DDS
Title: Chairman

ATTEST:


Name: Charles Rencher
Title: Secretary

(SEAL)



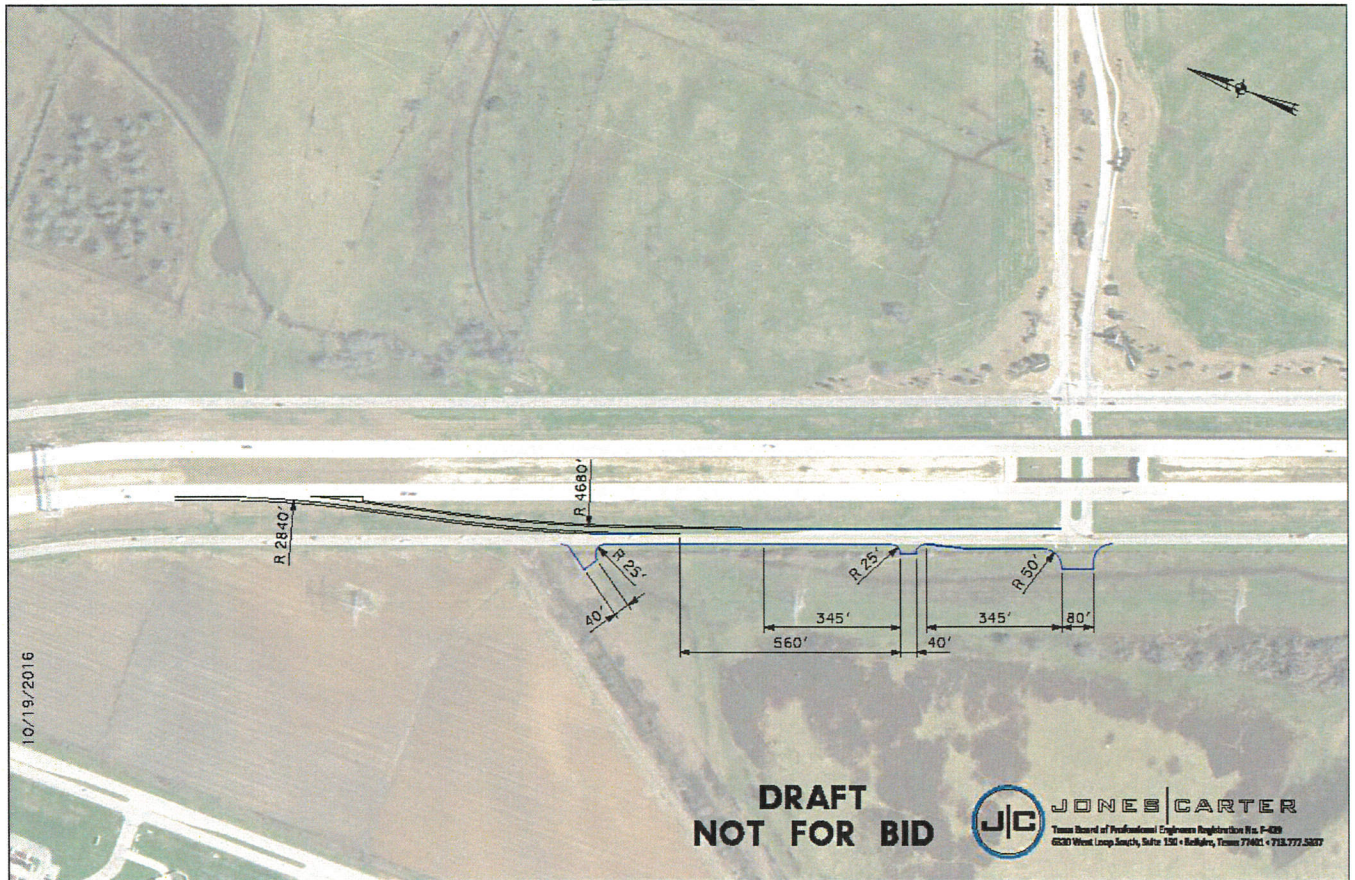
EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

EXHIBIT A



Double click the image above to open the embedded PDF file from the Word.