

ROAD CONSTRUCTION, ACCESS, AND REIMBURSEMENT AGREEMENT

This Road Construction, Access and Reimbursement Agreement (this "Agreement"), is made and entered into as of the _____ day of _____, 2017 (the "Effective Date"), by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, acting by and through the County Commissioners Court (the "County"), and TWINWOOD (U.S.,) INC., a Texas corporation ("Twinwood"). The County and Twinwood may be referred to herein collectively as "Parties" and individually as a "Party."

RECITALS

The County has determined that it is in the best interest of the public to construct a two-lane asphalt road from FM 1093 extending northerly to Woods Road just south of Interstate 10 (the "Road"), as shown generally on Exhibit A attached hereto and incorporated herein, in order to improve mobility and facilitate the development of property in the County.

Twinwood is willing to convey, or cause to be conveyed, the land owned by Twinwood, or a related entity, on which the Road will be constructed for use as road right-of-way as described herein.

The County and Twinwood desire to coordinate and allocate responsibility for the design, construction and right-of-way acquisition of the Road to be known as "Twinwood Ranch Road."

Twinwood is willing to advance the funds for the design, testing and construction of the Road, subject to reimbursement by the County, and the County is willing to reimburse Twinwood for the funds advanced by Twinwood for the design, testing and construction of the Road, all as described herein.

The Parties wish to set forth certain terms and conditions for the design and construction of the Road, financing and reimbursement for same, right-of-way acquisition and access related to same.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the County and Twinwood contract and agree as follows:

ARTICLE 1 RECITALS, AND DEFINITIONS

1.01 Recitals. The recitals set forth above are declared to be true and correct.

1.02 Definitions. In addition to terms defined elsewhere in this Agreement, and unless the context requires otherwise, the following terms used in this Agreement have the following meanings:

Advances means any funds advanced by Twinwood for the construction of the Road Improvements pursuant to this Agreement.

Construction Costs means the costs of design, engineering, materials, labor, construction, testing and inspection fees arising in connection with the Road Improvements, and related appurtenances, including temporary or permanent fencing on property owned by Twinwood, or a related entity, that is nearby or adjacent to the Road, all payments arising under any contracts entered into pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates or permits required as a part of any contracts entered into in accordance with this Agreement, and all related legal fees and out-of-pocket expenses incurred for the Road Improvements. The costs of right of way acquisition are specifically excluded from the Construction Costs.

County Property means land, or right-of-way, owned or controlled by the County.

County Payment means the amount of three million dollars (\$3,000,000.00) to be paid by the County to Twinwood, as further described in Section 3.02.

District means a special district with road powers that has been, or will be, created to provide public infrastructure.

Land means land owned by Twinwood, or a related entity, on which the Road will be constructed, such land located within Fort Bend County being sixty (60) feet wide and such land located within Waller County being seventy (70) feet wide, as shown generally on **Exhibit A**.

Parties or Party means the County and Twinwood as parties to this Agreement.

Road or Twinwood Ranch Road means the Road Improvements to be constructed generally along the right-of-way shown on **Exhibit A**.

Road Improvements means the construction of the Road, whether constructed at one time or in phases as generally shown on **Exhibit A** attached hereto, including all related drainage facilities and necessary right-of-way/utility relocation and/or adjustments. The Road Improvements shall consist of a two (2) lane undivided asphalt road with open ditch built to applicable County standards and associated drainage and right-of-way/utility adjustments related thereto. A typical cross section is shown on **Exhibit B**.

Remaining Reimbursable Share means the portion of the Construction Costs of the Road Improvements owed by the County to Twinwood, which amount is equal to the difference between the Construction Costs of the Road Improvements less the County Payment.

Road Extension Construction Costs means the costs of design, engineering, materials, labor, construction, testing and inspection fees arising in connection with the Road Extension, and related appurtenances, including temporary or permanent fencing on property owned by Twinwood, or a related entity, that is nearby or adjacent to the Road Extension, all payments arising under any contracts entered into pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates or permits required as a part of any contracts entered into in accordance with this Agreement, and all related legal fees and out-of-pocket expenses incurred for the Road Extension. The costs of right-of-way acquisition are specifically excluded from the Construction Costs.

1.03 Singular and Plural; Gender. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa. Likewise, any masculine references shall include the feminine, and vice versa.

ARTICLE 2

DESIGN AND CONSTRUCTION OF THE ROAD

2.01 Design of the Road Improvements. Twinwood shall prepare or cause to be prepared the plans and specifications for the Road Improvements. Such Road Improvements shall be designed by a registered professional engineer selected by Twinwood (the "Project Engineer"). Prior to the commencement of construction or implementation of the Road Improvements, the plans and specifications for the Road Improvements must be approved by the County. If there are any material changes to the plans and specifications, Twinwood shall submit such changes to the County for approval. The Road Improvements shall be designed in accordance with applicable County standards.

2.02 Permitting. Twinwood will obtain all necessary governmental permits and approvals from all governmental entities having jurisdiction over the Road Improvements, including the County. The County shall issue Twinwood all County permits and approvals necessary to construct the Road Improvements, including related drainage facilities and culverts, in accordance with this Agreement, upon Twinwood meeting the required standards for such approval. The County further agrees to use reasonable efforts to assist Twinwood in obtaining such permits and

approvals from other governmental entities that are necessary to construct the Road Improvements, including related drainage facilities and culverts.

2.03 Right of Way/Utility Adjustments. Twinwood shall be responsible for carrying out necessary right-of-way/utility relocation and/or adjustments, if any, in connection with the construction of the Road Improvements.

2.04 Construction Contracts. Twinwood shall advertise for construction bids, receive and tabulate bids, and award the construction contract.

(a) Prior to advertising for bids for construction of the Road Improvements, Twinwood shall provide a preliminary cost estimate for final approval of the costs ("Approved Costs") by the County Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. Following such approval, Twinwood shall advertise for competitive bids for the construction of the Road Improvements, (together or in separate contracts) in accordance with all laws and regulations regarding the bidding and construction of public improvements applicable to similar facilities constructed by the County, including without limitation any applicable requirement relating to payment, performance and maintenance bonds. Upon receipt of bids for the construction of the Road Improvements, Twinwood will notify the County (the "Notice of Intent to Award") of the amount of the recommended bid. If the bid amount exceeds the Approved Costs by more than ten percent (10%) and the County will be obligated to pay such amount, the County may object to the award of the contract. Provided, however, if the County desires to object to the award of the contract, it must provide notice to Twinwood within fifteen (15) days of the date of County's receipt of the Notice of Intent to Award.

(b) If the County objects to the recommended bid, Twinwood will not award the construction contract for the Road Improvements, and Twinwood shall work with County to re-advertise bids.

(c) If there are no objections to the award of the construction contract, Twinwood shall award the construction contract to the qualified bidder as recommended by the Project Engineer. The construction contract may be subject to change orders that increase, decrease, or otherwise alter the Construction Costs. If Twinwood constructs the Road Improvements in multiple contracts, the provisions of this Agreement shall apply to each construction contract.

2.05 Construction Manager. After award of the construction contract, Twinwood shall administer the construction contract for the benefit of the parties. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.

(a) If a change order results in a total increase to the costs of the Road Improvements by more than five percent (5%) of the Approved Costs and the County will be obligated to pay such amount, such change order shall be subject to review and prior approval by the County Engineer, or his designated authorized agent, which review and approvals will not be unreasonably withheld, conditioned or delayed.

(b) If the County desires to object to a proposed change order, the County Engineer must provide written notice to Twinwood within fifteen (15) days of the date of County's receipt of the proposed change order. Otherwise, the County will be deemed to have approved the change order.

2.06 Construction and Implementation of the Road Improvements. Twinwood shall be responsible for the inspection and supervision of the construction and implementation of the Road Improvements. During construction, the County shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, the County shall not interfere with the work in progress. Twinwood shall submit reports to the County Engineer describing in sufficient detail the progress of the construction of the Road Improvements. These reports shall be submitted to County Engineer at increments agreed to between the parties as appropriate for the various phases of construction of the Road Improvements. Reports received by Twinwood from contractors detailing the progress of construction of the Road Improvements shall suffice for the requirements of this section, so long as Twinwood has reviewed such reports and confirmed accuracy of the contractor's report. The County shall have the right to participate in the final inspection. Any deficiencies noted by the County shall be brought to the attention of Twinwood and the deficiencies shall be promptly addressed by Twinwood.

(a) Following completion of the contract(s) for construction of the Road Improvements, but no later than ninety (90) days after, Twinwood shall provide the County with (1) a "Notification of Completion," acknowledging that the construction of the Road Improvements is complete; (2) a final cost summary of all costs associated with such contract(s), and show that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors; and (3) a recommendation for final acceptance of the Road Improvements. Within thirty (30) days of the County's receipt of the Notice of Completion, the County shall inspect the same, and, if the County finds that the same

has been completed in accordance with the final plans and specifications approved by the County, or any modifications thereof approved by the County, the County will accept the portion of the Road Improvements located within the boundaries of the County whereupon ownership of such shall be transferred to the County and be operated and maintained by the County at its sole expense. Such acceptance shall operate to transfer to the County all bond and warranties of the contractor(s) and subcontractor(s). Twinwood will execute and deliver such documents as may be necessary to transfer all of its right, title and interest to the Road Improvements, including all associated bonds and warranties.

(b) The Parties agree that Twinwood does not warrant the quality of any engineering or construction work done by any third party in connection with, or materials provided for, the Road Improvements, nor for compliance of same with governmental codes and regulations applicable thereto, nor shall Twinwood be deemed to be responsible for any such compliance.

(c) Upon acceptance of the Road Improvements, the Road shall be open to the public for public use.

2.07 Maintenance of the Road Improvements. Upon acceptance by the County, the County shall at all times maintain the Road Improvements located within the boundaries of the County, or cause the same to be maintained, in good condition and working order.

2.08 Right of Entry. The County hereby authorizes Twinwood the right to enter onto, over, upon, along, across and under the County Property to carry out any inspections, testing, surveying, construction work, or other related activities necessary to construct the Road Improvements.

2.09 Acquisition. To extend the Road from FM 1093 northward, the Road must cross Fort Bend County Toll Road Authority's ("FBCTRA") existing 100-foot wide corridor along the north side of FM 1093. The County shall obtain all necessary approvals from FBCTRA, and cause FBCTRA to convey the right-of-way necessary, to construct the Road from FM 1093, as shown generally on **Exhibit A**.

2.10 Waller County. A portion of the Road will be located in Waller County, as shown generally on **Exhibit A**. As such, prior to the commencement of construction or implementation of the Road Improvements to be located in Waller County, Twinwood shall obtain from Waller County approval of the plans and specifications and all permits and approvals necessary for construction of the Road Improvements to be located in Waller County.

ARTICLE 3
PROJECT FINANCING AND FUNDING

3.01 Advances. Twinwood agrees to provide sufficient funds as such become due for all Construction Costs of the Road Improvements.

3.02 Repayment of Advances. In consideration of the design and construction of the Road Improvements, the County shall reimburse Twinwood for the Construction Costs of the Road Improvements as described in this Section 3.02.

(a) The County shall pay Twinwood (i) \$1,500,000.00 when the Road Improvements are 50% complete, as determined by the Project Engineer, currently LJA Engineering, Inc., and concurred by the County Engineer and (ii) \$1,500,000.00 upon substantial completion of the Road Improvements, as determined by the Project Engineer and concurred by the County Engineer ("Substantial Completion").

(b) The County will reimburse Twinwood for the Remaining Reimbursable Share, plus interest thereon at a rate of two percent (2%), in equal annual installments over a period of time not to exceed five (5) years from the date of Substantial Completion. Provided, however, notwithstanding the five (5) year period described in the preceding sentence, the County shall reimburse Twinwood for the Remaining Reimbursable Share, plus interest to the date of final payment for all Construction Costs of the Road Improvements, on the earliest date that funds are available from any bonds issued by the County for the purpose of constructing the Road. The County has the right to prepay the outstanding Reimbursable Share at any time prior to the expiration of the five (5) year period described above without any additional interest or penalty.

(c) The County will pay Twinwood interest, at the rate of two percent (2%), on all funds advanced by Twinwood pursuant to this Agreement.

ARTICLE 4
RIGHT-OF-WAY AND ACCESS

4.01 Right-of-way. At, or prior to, completion of the Road Improvements, Twinwood will convey fee title to the Land by special warranty deed to the District and the District will, following completion of the Road Improvements, convey fee title to the Land located within the County to the County, in a form provided by the District and mutually agreeable by the District and the County. The Land located within Waller County will be conveyed to Waller County.

4.02 Retained Rights. Notwithstanding anything herein to the contrary or any other agreement entered into by the County, in consideration for the conveyance of the right-of-way as described herein, it is agreed that Twinwood shall retain rights of access

to the Road and, subject to County design standards, the right to extend, modify, and expand the Road and adjacent right-of-way.

4.03 Rights of Access.

(a) The County agrees that Twinwood shall have the right to construct access points to the Road from property owned by Twinwood or a related entity, and their successors or assigns, adjacent to the Road at such time and locations determined necessary and appropriate by Twinwood, consistent with County standards or any approved variances.

(b) Twinwood will submit the plans for the location of the access points to the Road to the County for its review and approval, which approval shall not be unreasonably withheld, prior to construction of same. Upon Twinwood's compliance with the forgoing, the County will execute and deliver such additional documents as may be requested by Twinwood to evidence the access rights granted pursuant to this Agreement.

4.04 Covenant Regarding Road Expansion. The County agrees that if and when the Road is expanded, the County will use its best efforts to cause such expansion, and any frontage roads related thereto, to follow the current alignment of the Road. The County further agrees to cooperate with Twinwood regarding such expansion and rights of access and right-of-way acquisition related thereto.

4.05 Changes in Right-of-way Alignment. To the extent the Road is realigned and segments of right-of-way are no longer used, the County will work with Twinwood to exchange such "orphan" right-of-way for additional right-of-way and release such "orphan" right-of-way, as appropriate.

4.06 Conveyance. The County agrees not to convey the right-of-way to another entity without prior written approval of Twinwood and its successors and assigns.

ARTICLE 5 **ROAD IMPROVEMENTS PHASE II**

5.01 Extension of Road. Following completion of the Road, Twinwood shall have the right, but not the obligation, to extend the Road from FM 1093 southward to a connection to the Brazos River Bridge on FM 1489 ("Road Extension"). In the event Twinwood designs and constructs the Road Extension, the provisions of this Agreement (other than Article III), relating to the design, construction and right-of-way and access shall also apply to the Road Extension.

5.02 Advances. In the event Twinwood designs and constructs the Road Extension, Twinwood agrees to provide sufficient funds as such become due for all Road Extension Construction Costs.

5.03 Funding. In the event Twinwood designs and constructs the Road Extension, the County and Twinwood shall each be responsible for fifty percent (50%) of the Road Extension Construction Costs. The County shall pay Twinwood for its fifty percent (50%) share of the Road Extension Construction Costs as follows: (i) 25% of the Road Extension Construction Costs when the Road Extension is 50% complete, as determined by the Project Engineer, and (ii) the remaining 25% of the Road Extension Construction Costs upon substantial completion of the Road Extension.

5.04 Right of Way. In the event Twinwood constructs the Road Extension, Twinwood will convey the right-of-way owned by Twinwood, or a related entity, at no cost to the County.

ARTICLE 6

POWERS, LIABILITY, IMMUNITY

6.01 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the County does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The County acknowledges that it waives its governmental immunity from suit and immunity from liability as to any action brought by a Party to this Agreement, and its successors and assigns, to pursue the remedies available under this Agreement or any other remedy available at law or in equity. Nothing in this Section shall waive any claims, defenses or immunities that the County has with respect to suits against the County by persons or entities other than a party to this Agreement, and its successors and assigns.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the County of its governmental functions, and the County waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the County's performance of its governmental functions.

ARTICLE 7
GENERAL

7.01 Default and Remedies.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify the Party alleged to have failed to perform of the alleged failure, in writing, and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice.

(c) Upon a breach of this Agreement, the non-defaulting party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or any other provisions of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

(d) Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes] labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

(e) In addition to any other right or remedy available to the Parties pursuant to this Agreement, in the event of a default or a breach by any Party under this Agreement which continues for thirty (30) days after written notice to the Party alleged to have defaulted or breached and the failure of the Party alleged to have defaulted or breached to cure or diligently proceed to cure such breach to the complaining Party's reasonable satisfaction, the complaining Party shall have the right (but not the

obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.

7.02 Inspections, Audits. Twinwood agrees to keep such records with respect to the Road Improvements and all costs associated therewith as may be required by the County or by State and federal law or regulation. Twinwood shall allow the County access to, and the County shall have a right at all reasonable times to audit, all documents and records in Twinwood's possession, custody or control relating to construction of the Road Improvements that the County deems necessary to assist the County in determining Twinwood's compliance with this Agreement.

7.03 Notices. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

To the County: Fort Bend County
 Attn: County Judge
 401 Jackson Street, First Floor
 Richmond, Texas 77469
 Fax: (281) 341-8609

To Twinwood: Twinwood (U.S.), Inc.
 Attn: Glenn Plowman
 10514 FM 1489
 Simonton, Texas 77476
 Fax: (281) 346-1754

With a copy to: Allen Boone Humphries Robinson LLP
 Attn: Stephen M. Robinson
 3200 Southwest Freeway, Suite 2600
 Houston, Texas 77027

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

7.04 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

7.05 Parties in Interest. 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 the County.

7.06 Successors and Assigns. All covenants and agreements contained by or on behalf of a party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein only with the prior written consent of the other Party. Provided, however, the Parties agree that the rights, title, interest, and obligations of Twinwood as provided in this Agreement may be assigned, in whole or in part, to the District without further consent of the County. In the event Twinwood assigns, in whole or in part, its obligations hereunder, Twinwood shall be deemed released from such obligations. Further, Twinwood may assign its reimbursement rights to a lender as collateral without consent of the County and may further assign this Agreement to any entity having common control as, or controlled by, Twinwood. Twinwood shall provide the County with notice of any such assignments authorized in this Section 7.06.

7.07 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement,

the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.08 Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Fort Bend County.

7.09 Entire Agreement, Modification. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the Parties.

7.10 Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of 45 years unless otherwise terminated by mutual agreement of the Parties hereto.

7.11 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably conditioned, withheld or delayed.

7.12 Authorization. Each party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization; (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject; and (iii) this Agreement is a binding and enforceable agreement on its part.

7.13 Further Assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

FORT BEND COUNTY, TEXAS

By: _____
Robert Hebert
Fort Bend County Judge

ATTEST:

By: _____
Laura Richard
Fort Bend County Clerk

**TWINWOOD (U.S.), INC., a Texas
corporation**


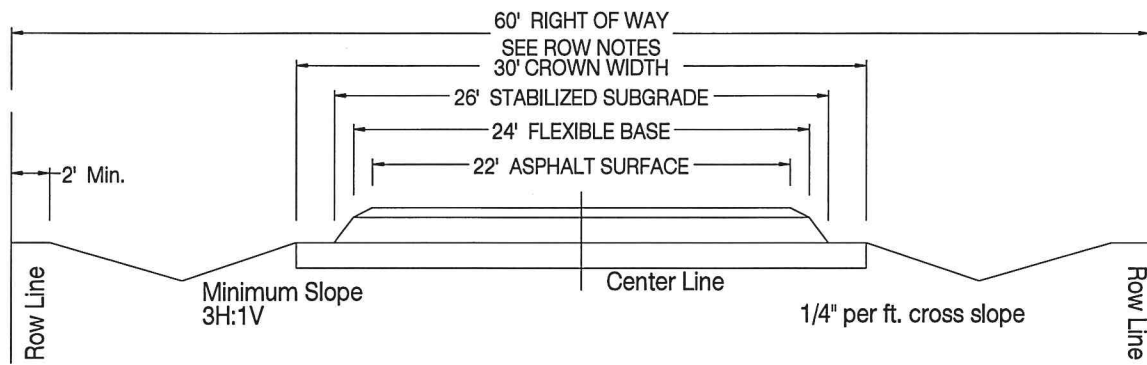
By: 
Abel C. Gonzalez
Vice President

EXHIBIT A



EXHIBIT B



TYPICAL ROADWAY
SECTION

TYPICAL
ROADWAY
SECTION

Approved: 5-2-02

Approved By: L. Hood

Date Drawn: 5-2-02

Drawn By: Lynda Brdecka

Drawing No.

FBC-077

FORT BEND COUNTY ENGINEERING DEPARTMENT