

JOINT PROJECT AGREEMENT REGARDING HARLEM ROAD INTERSECTION IMPROVEMENTS AND RELATED CONSTRUCTION

This Joint Project Agreement Regarding Harlem Road Intersection Improvements and Related Construction (this “Agreement”) is entered into as of April 19, 2017 (the “Effective Date”) by and between Fort Bend County, Texas (the “County”), a political subdivision of the State of Texas, and Fort Bend Grand Parkway Toll Road Authority (the “Authority”), a local government corporation created by 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 (the “Grand Parkway”);

WHEREAS, the County and the Texas Department of Transportation (“TxDOT”) entered into an Advanced Funding Agreement, CSJ: 3510-04-053 (the “AFA”), to add median lanes and U-Turn lanes on the Grand Parkway at Harlem Eastbound and Westbound (the “Project”) as shown on **Exhibit A**;

WHEREAS, the Parties desire to coordinate and allocate responsibility for the funding and maintenance of the Project; 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 County will make payments and perform all of its other obligations under the AFA.

2. Upon receipt of the Notification of Completion, the Authority will be responsible for the maintenance of the U-Turns, and the County will be responsible for all other Project improvements.

3. After completion of the Project, the County will provide a full accounting of the costs incurred for the Project to the Authority. The Authority will reimburse the County for a portion of the County’s payments to TxDOT under the AFA, in an amount equal to the Project costs attributable to the U-turn lanes. This amount is currently estimated to be \$750,000. The Authority’s reimbursement will be made to the County only after the Authority’s Financial Advisor has determined the Authority has sufficient available funds, considering all outstanding obligations and planned capital improvements.

4. The recitals and the referenced exhibit are incorporated into the Agreement for all purposes.

5. 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.

6. 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 Grand Parkway Toll Road Authority
c/o The Muller Law Group PLLC
16555 Southwest Freeway, Ste. 200
Sugar Land, Texas 77479
Attn: Richard L. Muller, Jr.

If to the County: Fort Bend County, Texas
301 Jackson, Suite 719
Richmond, Texas 77649
Attention: County Judge

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.

7. This Agreement together with the exhibit 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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, TEXAS

By: _____
Robert Hebert, County Judge


ATTEST:

By: _____
Laura Richard, County Clerk

(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: 
Dr. James D. Condrey, DDS

Chairman, Board of Directors

ATTEST:

By: 
Secretary, Board of Directors

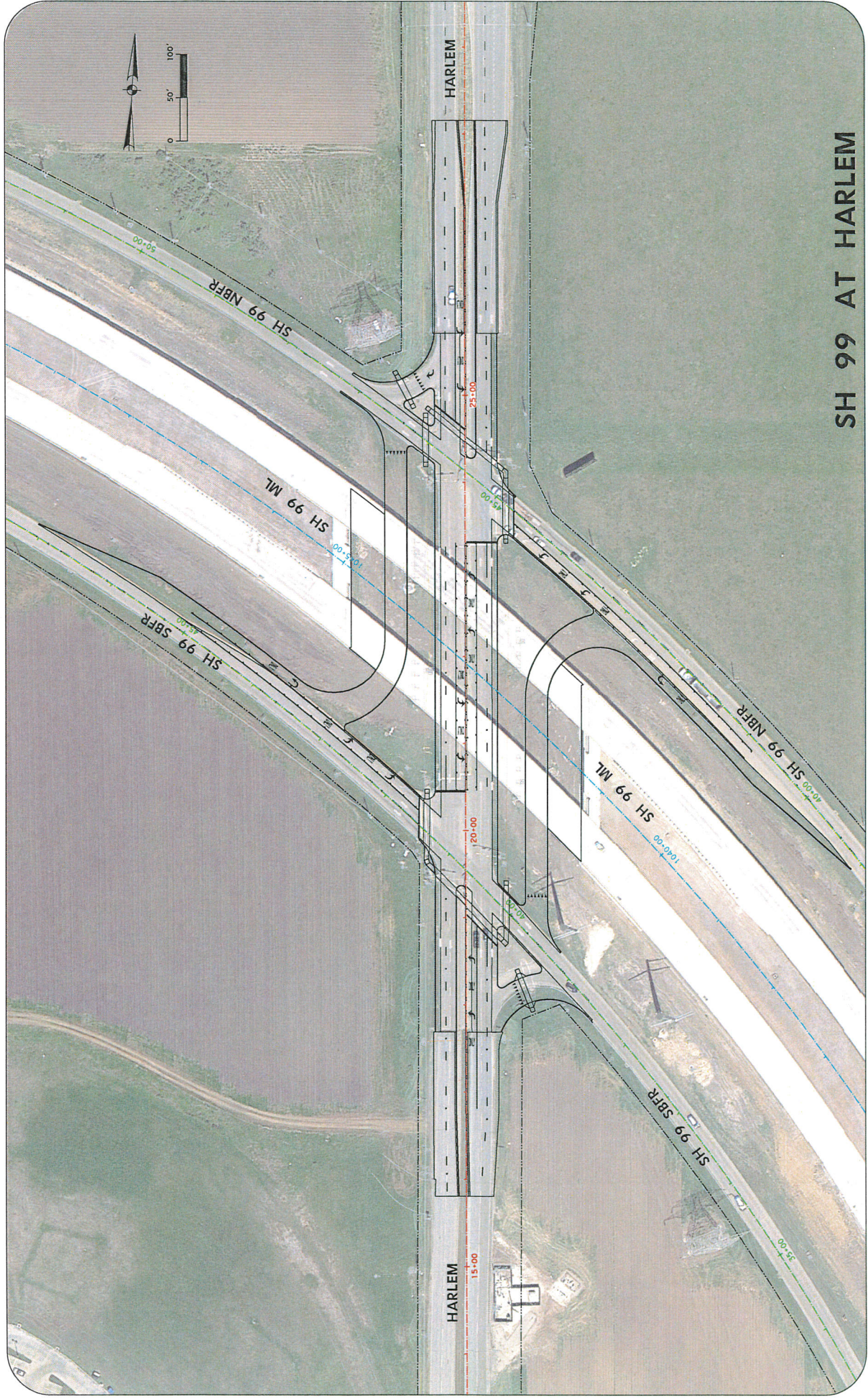
(SEAL)



EXHIBIT A

4841-5345-6706, v. 1

EXHIBIT A



SH 99 AT HARLEM