

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

This Amendment (this "Amendment") is effective as of March 21, 2018 by and between FORT BEND COUNTY MUNICIPAL MANAGEMENT DISTRICT NO. 1, a political subdivision of the State of Texas (the "District"), and FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY, a local government corporation created by Fort Bend County, Texas pursuant to Chapter 431 of the Texas Transportation Code (the "Authority," and collectively, with the District, the "Parties," or individually, a "Party").

### BACKGROUND

The District and the Authority entered into a Joint Project Agreement Regarding Road Right-of-Way and Related Construction dated November 16, 2016 (the "Agreement"). Under the Agreement, the Parties coordinated and allocated responsibility for the design, construction, ownership, and maintenance of a southbound exit ramp (the "Exit Ramp") from the Grand Parkway to the interchange at Airport Boulevard, including a deceleration lane (the "Deceleration Lane") for a public access point into the District, as shown on **Exhibit A** attached to the Agreement.

The Authority agreed to design and construct the Exit Ramp, and the District agreed to (i) pay for 100% of the cost to design and construct the Exit Ramp, (ii) acquire fee title to the land necessary for construction of the Deceleration Lane (the "ROW"), and (iii) transfer the ROW to the Authority prior to design and construction of the Exit Ramp.

The ROW is encumbered by various pipeline easements, and the District has not been able to obtain necessary consents for the transfer of title. Because the District has been unable to obtain fee title to the ROW, the Parties have agreed to remove the Deceleration Lane from the current design and construction of the Exit Ramp and the scope of the Agreement, with the understanding that the District will design and construct the Deceleration Lane if it obtains fee title to the ROW. NOW, THEREFORE, for and in consideration of the mutual agreements contained herein the Parties agree to amend the Agreement as follows:

### AGREEMENT

Section 1.1 Design and Construction of Deceleration Lane. The Authority shall not be responsible for design and construction of the Deceleration Lane. If the District obtains fee title to the ROW, the District may design and construct the Deceleration Lane as shown in **Exhibit A** attached hereto. The design and construction of the Deceleration Lane must be in full compliance with the applicable rules and regulations of Fort Bend County and all other bodies having jurisdiction over such design and construction, and the District must submit the plans and specifications to the Authority engineer for review and approval, prior to any construction. The Agreement shall continue to govern the design, construction, maintenance, and ownership of portions of the Exit Ramp other than the Deceleration Lane.

Section 1.2 Transfer of ROW to the Authority. If the District acquires fee title to the ROW and constructs the Deceleration Lane, the District shall transfer fee title to the ROW and the Deceleration Lane to the Authority within sixty (60) days of completion, at no cost to the Authority.

Section 1.3 Ownership and Maintenance of Deceleration Lane. If constructed by the District and transferred to the Authority pursuant to the terms herein, the Authority shall own and maintain the Deceleration Lane and related improvements within the dedicated road right-of-way, as part of the Exit Ramp, pursuant to the terms of the Agreement.

Section 1.4 Amendment. Except as otherwise provided in this Amendment, nothing in this Amendment shall be construed to modify any other rights or obligations contained within the Agreement. In the event of any inconsistency between any term or provision of the Agreement and any term or provision of this Amendment, the terms and provisions of this Amendment shall govern and control for all purposes and respects, and the Agreement shall be deemed amended so as to be consistent herewith.

Section 1.5 Further Assurances. In addition to specific obligations within this Amendment, 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 Amendment.

Section 1.6 Notice. After April 15, 2018, all notices, requests, approvals, and other communications to the Parties shall be given in writing to:

Fort Bend County Toll Road Authority  
c/o The Muller Law Group, PLLC  
202 Century Square Blvd.  
Sugar Land, Texas 77478

Fort Bend County Management District No. 1  
c/o Samuel Johnson  
9 Greenway Plaza, Suite 1000  
Houston, Texas 77046

Section 1.7 Background and Exhibits. The "Background" set forth above is declared true and correct and, along with all referenced exhibits and attachments, is hereby incorporated as part of this Amendment for all purposes.

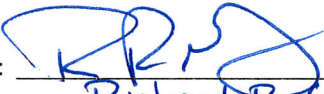
Section 1.8 No Third-Party Beneficiaries. This Amendment shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party.

Section 1.9 Execution. This Amendment 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 Amendment, when all Parties have executed an identical counterpart, notwithstanding that all signatures may appear on the same counterpart.

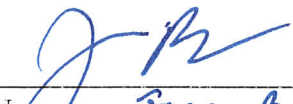
[Execution Pages Follow]

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: Richard B. Garza  
Title: President

ATTEST:

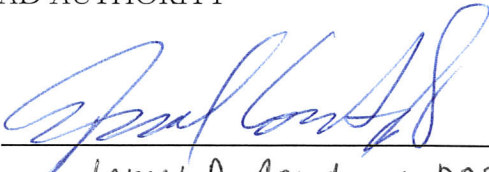
  
Name: James Bowles  
Title: Secretary

(SEAL)

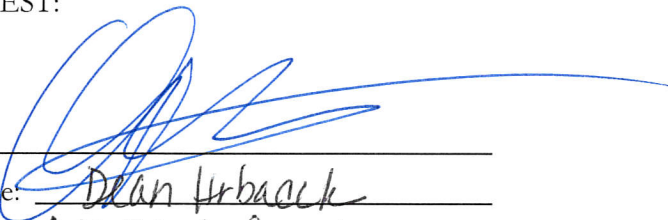


IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

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

ATTEST:

By:   
Name: Dean Urbach  
Title: Assistant Secretary

(SEAL)

EFFECTIVE DATE

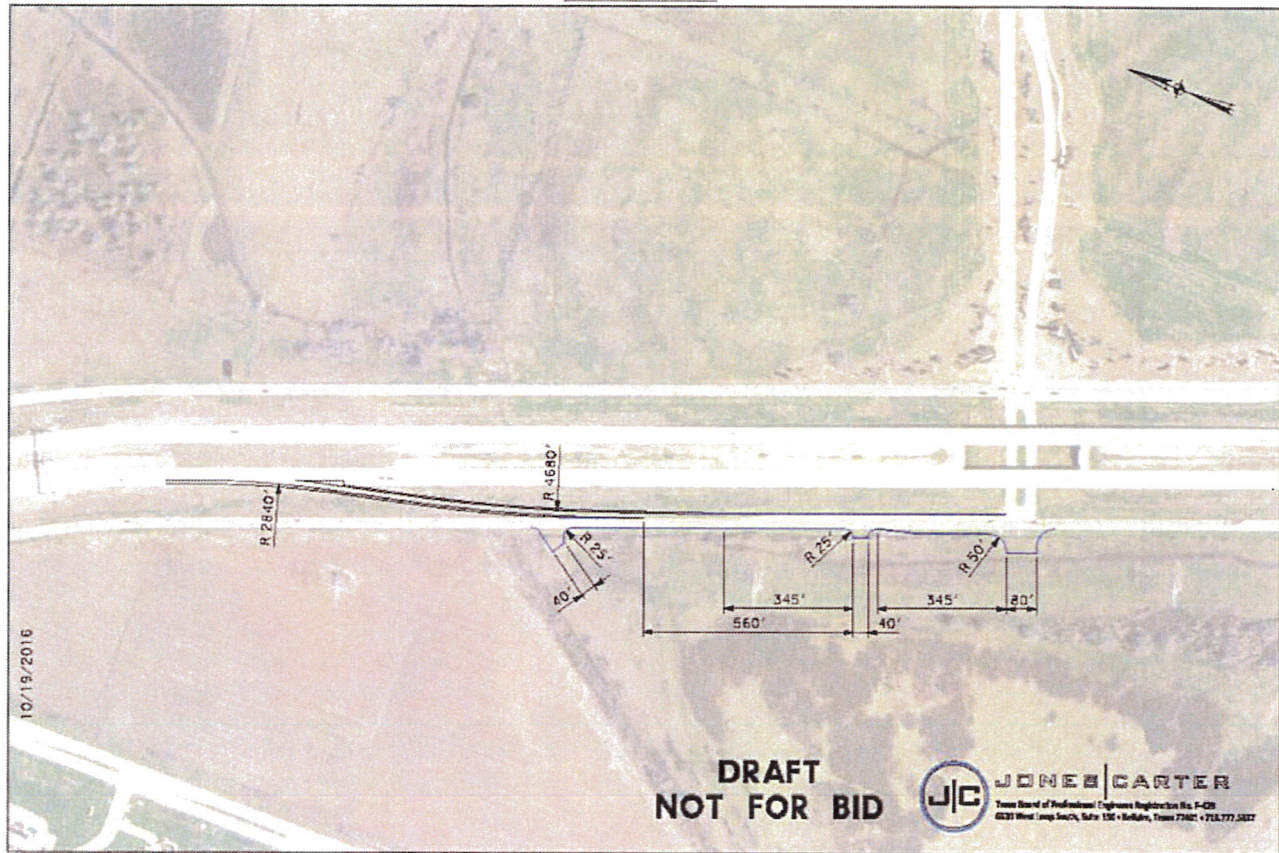
THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_



## EXHIBIT A



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