

MEMORANDUM OF UNDERSTANDING REGARDING FINANCING CONSTRUCTION OF IMPROVEMENTS AT GRAND PARKWAY AND WEST AIRPORT INTERCHANGE

This Memorandum of Understanding ("Memorandum") is made and entered into as of February 28, 2021, by Fort Bend County Municipal Utility District No. 134B ("District"), a political subdivision of the State of Texas, and Fort Bend Grand Parkway Toll Road Authority ("Authority"), a local government corporation created by Fort Bend County, Texas pursuant to Chapter 431 of the Texas Transportation Code. The Authority and the District may be referred to herein collectively as the "Parties."

BACKGROUND

The Parties entered into that certain Joint Project Agreement Regarding Road Right-of-Way and Related Construction, dated June 23, 2020 ("Agreement"), governing the coordination and allocation of responsibility for the financing, design, construction, ownership, and maintenance of the (i) northbound entrance ramp from the Grand Parkway to the interchange at West Airport Boulevard ("Entrance Ramp"), (ii) the northbound exit ramp from the Grand Parkway to the interchange at West Airport Boulevard ("Exit Ramp"), and (iii) extension of the existing northbound frontage road ("Frontage Road Extension"), all as shown on **Exhibit A** attached to the Agreement (collectively, "Improvements").

Pursuant to Section 5 of the Agreement, the District is responsible for 100% of the cost to design and construct the Improvements. Section 5(f) provides the District with the option of having the Authority initially finance construction costs for the Entrance Ramp with reimbursement to the Authority within two years after final completion of the Improvements ("Entrance Ramp Financing Option"). Additionally, as a result of increased construction costs substantially beyond those estimated and previously provided to and budgeted/allocated for the Improvements by the District, the District has requested the Authority initially finance an additional portion of the construction costs for the Improvements. The Parties now wish to execute this Memorandum to outline this new arrangement.

AGREEMENT

1. Deposit. Within 10 days of execution of this Memorandum, the District shall transfer \$1,750,000 ("Deposit") to the Authority for construction costs for the Improvements. The Authority shall initially fund all construction costs for the Improvements over the Deposit amount pursuant to Sections 2 and 3 below.

2. Entrance Ramp. The District is exercising its Entrance Ramp Financing Option, pursuant to the terms of Section 5(f) of the Agreement. As such, the Authority shall initially fund the portion of the construction costs attributable to the Entrance Ramp. The District will reimburse to the Authority the actual construction costs of the Entrance Ramp within two years after final completion of the Improvements, without interest.

3. Exit Ramp and Frontage Road Extension. The Authority shall initially fund all construction costs for the Exit Ramp and Frontage Road Extension remaining after application of the Deposit. The District shall reimburse the Authority for the actual construction costs for the Exit Ramp and Frontage Road Extension within two years after final completion of the Improvements, along with interest at a rate of 2.5% per year, during the time period in which such funds are outstanding.

4. Accounting. The Authority shall keep an accurate accounting of all funds it spends related to construction of the Improvements and will provide such accounting to the District upon completion of the Improvements.

5. Miscellaneous. The background set forth above is declared true and correct and is hereby incorporated as part of this Memorandum for all purposes. Terms not otherwise defined herein shall have the same meanings as set forth in the Agreement, as applicable. Notwithstanding anything stated in this Memorandum to the contrary, the provisions of the Agreement shall remain effective and fully binding on the parties thereto, except as expressly modified by this Memorandum.

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 MUNICIPAL
UTILITY DISTRICT NO. 134B



(SEAL)

By: [Signature]
Title: President
Date: February 17, 2022

FORT BEND GRAND PARKWAY TOLL
ROAD AUTHORITY

By: _____
Title: _____
Date: _____

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 MUNICIPAL
UTILITY DISTRICT NO. 134B

By: _____
Title: _____
Date: _____

(SEAL)



(SEAL)

FORT BEND GRAND PARKWAY TOLL
ROAD AUTHORITY

By: _____
Title: *Assistant Secretary*
Date: *8/18/21*