

**AMENDMENT TO THE MARKET VALUATION WAIVER AGREEMENT  
FOR SH 99 (GRAND PARKWAY)**

This AMENDMENT TO THE MARKET VALUATION WAIVER AGREEMENT FOR SH 99 (GRAND PARKWAY) (the “**Amendment**”) is made and entered into by and between the TEXAS DEPARTMENT OF TRANSPORTATION, an agency of the State of Texas (“**TxDOT**”), and each of BRAZORIA COUNTY, TEXAS, CHAMBERS COUNTY, TEXAS, FORT BEND COUNTY, TEXAS, GALVESTON COUNTY, TEXAS, HARRIS COUNTY, TEXAS, LIBERTY COUNTY, TEXAS AND MONTGOMERY COUNTY, TEXAS (all such counties, collectively the “**Counties**,” and TxDOT and Counties, collectively the “**Parties**”).

**RECITALS**

**WHEREAS**, TxDOT and the Counties entered into that certain Market Valuation Waiver Agreement for SH99 (Grand Parkway) dated March 25, 2009 (the “**MVWA**”), pursuant to which the Parties set forth the terms and conditions for the development of the Grand Parkway; and

**WHEREAS**, the Parties desire to amend the MVWA on terms set forth in this Amendment.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. Each capitalized term used and not otherwise defined herein shall have the respective meanings assigned to such term in the MVWA.
2. SCHEDULE A, TERMS AND CONDITIONS FOR THE GRAND PARKWAY PROJECT, is amended as follows:

Item 4 is hereby added as follows:

**4. Toll Rates for Non-Electronic Toll Transactions** A Responsible Party may, in its discretion, set and determine toll rates for transactions involving vehicles that do not have a valid transponder or that are otherwise charged as non-electronic toll transactions, and such toll rates shall not be subject to the parameters regarding rates as set out in Item 2 or Item 3 of this Schedule A.

3. Exhibit A to Schedule A is amended as follows:

The fourth bullet point under General Notes concerning direct connectors is deleted and replaced as follows:

- Notwithstanding any provision of this Agreement to the contrary, direct connectors may be constructed at any interchange as determined by the Responsible Party upon obtaining the applicable environmental approvals. Such direct connectors may be constructed regardless of whether they are identified within the segment descriptions, and they may be constructed as part of the minimum project scope or at any time thereafter if the construction of such direct connectors does not result in a significant or material negative impact on the gross toll revenue for the Grand Parkway System as determined by traffic and revenue consultant.

4. Schedule B “Minimum Project Scope” is amended by deleting in its entirety Exhibit “B”, SH 99 Minimum Project Scope and replacing with the following amended Exhibit “B.”

**Exhibit “B”  
SH 99 Minimum Project Scope**

| <b>Phases</b>              | <b>Segments</b>                              | <b>Segment Length<br/>(Miles)</b> |
|----------------------------|--|-----------------------------------|
| Phase 1<br>4-Lane Tollway  | Segment D (IH 69 South to IH 10 West)        | 17.4                              |
|                            | Segment E (IH 10 West to US 290)             | 15.7                              |
|                            | Segment F1 (US 290 to SH 249)                | 12.4                              |
|                            | Segment F2 (SH 249 to IH 45 North)           | 12.6                              |
|                            | Segment G (IH 45 North to IH 69 North)       | 13.8                              |
|                            | Segment I2 (IH 10 East to SH 146)            | 15.7                              |
|                            | <b>Sub-Total</b>                             | <b>87.6</b>                       |
| Phase 2A<br>2-Lane Tollway | Segment H (Community Drive to US 90)         | 14.7                              |
|                            | Segment I1 (US 90 to IH 10 East)             | 14.8                              |
|                            | <b>Sub-Total</b>                             | <b>29.5</b>                       |
| Phase 2A<br>4-Lane Tollway | Segment B1 (IH 45 South to south of FM 2403) | 13.8                              |
|                            | Segment B2 (north of FM 2403 to SH 288)      | 14.8                              |
|                            | Segment C1 (IH 69 South to FM 762)           | 9.0                               |
|                            | Segment C2 (FM 762 to SH 288)                | 17.9                              |
|                            | Segment H (IH 69 North to Community Drive)   | 8                                 |
|                            | <b>Sub-Total</b>                             | <b>63.5</b>                       |
| <b>TOTAL</b>               |  | <b>180.6</b>                      |

**NOTES:**

1) Any segment, or portion thereof, constructed at a 2-Lane minimum scope will be expanded to four lanes as necessary to maintain a Level of Service (LOS) C in accordance with the General Notes requirements of Schedule A Exhibit A Grand Parkway Terms and Conditions; or at any time the Responsible Party determines, in its sole discretion, that the expansion to four lanes is appropriate due to operational or safety reasons.

- 2) Any overpasses, ramps, and/or frontage roads or expansions of such described in the ultimate project scope description for any project segment may be constructed as part of the minimum project scope.
- 3) Notwithstanding any other provision of this Agreement to the contrary, the construction of Segment A is not included within the minimum project scope. The entirety of Segment A is included within the ultimate project scope.

**SIGNATURE PAGE FOLLOWS**

This Amendment is hereby EXECUTED by the Parties hereto in multiple counterparts, each of which shall constitute an original, to be effective on the date of the last signature below.

**Texas Department of Transportation:**

\_\_\_\_\_  
Marc D. Williams, P.E., Executive Director

\_\_\_\_\_  
Date

**Brazoria County, Texas:**

\_\_\_\_\_  
L.M. "Matt" Sebesta, Jr., County Judge

\_\_\_\_\_  
Date

**Chambers County, Texas:**

\_\_\_\_\_  
Jimmy Sylvia, County Judge

\_\_\_\_\_  
Date

**Fort Bend County, Texas:**

\_\_\_\_\_  
K. P. George, County Judge

\_\_\_\_\_  
Date

**Galveston County, Texas:**

\_\_\_\_\_  
Mark Henry, County Judge

\_\_\_\_\_  
Date

**Harris County, Texas:**

\_\_\_\_\_  
Lina Hidalgo, County Judge

\_\_\_\_\_  
Date

**Liberty County, Texas:**

\_\_\_\_\_  
Jay H. Knight, County Judge

\_\_\_\_\_  
Date

**Montgomery County, Texas:**

\_\_\_\_\_  
Mark J. Keough, County Judge

\_\_\_\_\_  
Date