

**FIRST AMENDMENT TO AGREEMENT
BETWEEN FORT BEND COUNTY AND
EAST FORT BEND COUNTY DEVELOPMENT AUTHORITY**

This First Amendment to Agreement is made and entered into by and between **Fort Bend County** (the “**County**”), a body corporate and politic under the laws of the State of Texas, by and through its Commissioners Court, and **East Fort Bend County Development Authority**, a nonprofit local government corporation organized and existing under the laws of the State of Texas (the “**Authority**”). The County and the Authority are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

The Parties entered into that certain Agreement dated August 15, 2015, which established a program to finance and develop certain public works and improvements, including the water, sewer, roads, drainage, public facilities and park improvements in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381, Texas Local Government Code under which the County has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the County.

The Parties now wish to amend the Agreement to add additional Public Improvements, along with the estimated costs, to the Exhibit A to the Agreement.

AGREEMENT

The Parties hereby agree to amend and update the Public Improvements listed in Exhibit A to the Agreement to also include the Public Improvements shown on the attached **Exhibit A**, which shall be eligible for financing under the terms of the Agreement as of the effective date (the “**Effective Date**”) of this First Amendment to the Agreement.

Unless specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

The Effective Date of this First Amendment to the Agreement will be the date the this First Amendment to the Agreement is approved by the Fort Bend County

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the Authority, the County, and the Authority.

<p>FORT BEND COUNTY, TEXAS</p> <p>_____</p> <p>KP Georg, County Judge</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>Laura Richard , County Clerk</p>	<p>EAST FORT BEND COUNTY DEVELOPMENT AUTHORITY</p> <p>_____</p> <p>Chair, Board of Directors</p> <p>ATTEST:</p> <p>_____</p> <p>Secretary, Board of Directors</p>
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Exhibit A

Public Improvement

70' Pylon Structure with double-sided electronic message center and GRID logo

Cost Estimate

\$750,000