

**REIMBURSEMENT AGREEMENT
RELATED TO GRAND PARKWAY IMPROVEMENTS**

THIS REIMBURSEMENT AGREEMENT (this "Agreement"), is made and entered into as of the 15th day of April, 2015, and between **FORT BEND COUNTY, TEXAS**, a corporate body politic (the "County") and **FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY** (the "GPTRA"), a local government corporation under Subchapter D of the Texas Transportation Corporation Act, TEX. TRANSP. CODE ANN. §431 et seq., and the Texas Non-Profit Corporation Act, TEX CIV. STATE. Art 1396-1.01 et seq., as amended (collectively, the "Parties").

RECITALS:

A. The County Commissioners Court by Order dated June 8, 2010, created the GPTRA as a local government corporation to act on behalf of the County in the performance of its essential governmental purposes to develop the Fort Bend Grand Parkway.

B. The GPTRA previously evaluated alternate alignments of the County's and the Texas Department of Transportation's ("TxDOT") Crabb River Road expansion project for integration with future Grand Parkway improvements and to perform all useful or necessary activities in connection therewith, including CenterPoint electric facilities (towers), existing and proposed right-of-way, utilities, existing roadway, construction sequencing, environmental constraints, and drainage.

C. The GPTRA has determined that the construction of the initial phases of Segment C of the Grand Parkway in advance of the Crabb River Road Project is in the best interest of the County and the GPTRA.

D. The County desires to advance sufficient funds to the GPTRA from the Fort Bend County Toll Road Revenue Fund for the costs associated with the Project in an amount not to exceed \$5,000,000.00, subject to reimbursement as described herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Project. The "Project" includes the design and construction of the Grand Parkway Segment C, as described in multiple phases as shown on **Exhibit A**.

2. Advances by the County. The County hereby agrees to promptly advance funds to or on behalf of the GPTRA from the Fort Bend County Toll Road Revenue Fund in an amount not to exceed \$5,000,000.00 for costs associated with the Project, including, but not limited to, right of way design, utility relocation, environmental, coordination with TxDOT and the County, engineering, legal fees, and administration as such funds become due, provided however, that the funds may only be used for the purpose of expenses related to the Project. The funds may be used to pay for all previously incurred expenses incurred in connection with the Project and appropriate accounting entries shall be made to reflect such previously incurred expenses. The GPTRA shall be responsible for maintaining proper accounting records for all deposits and expenditures.

The funds advanced by the County shall be deposited into a special fund designated the "Fort Bend Grand Parkway Toll Road Authority Fund" in the County Treasury, or its successor. Funds may only be disbursed from the special fund upon approval of the County Commissioners Court.

3. Reimbursement. When the GPTRA issues bonds to finance future Grand Parkway facilities, the GPTRA will pay the County for all sums advanced to or on behalf of the GPTRA, plus interest. The interest rate shall be the interest rate at which the GPTRA issues bonds, unless the County and the GPTRA agree to a lower rate. If the GPTRA has not sold bonds within fifteen (15) years of the date of this Agreement, then the GPTRA shall reimburse the County from revenues lawfully available for such purpose. The reimbursement shall be deposited to the Fort Bend County Toll Road Revenue Fund when received.

4. Amendment. This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment.

5. Severability. If any provision, covenant, agreement, or portion of this Agreement, or its application to any person, entity, or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, all provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

6. Texas Law. This Agreement shall be construed in accordance with the laws of the State of Texas, and any actions concerning this Agreement shall be brought solely in either the Texas State District Courts of Fort Bend County, Texas or the United States District Court for the Southern District of Texas.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

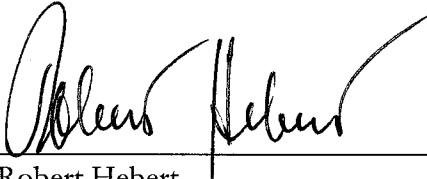
8. Term of Agreement. The term of this Agreement shall commence on the date first above written and shall continue until the date (the "Termination Date") on which the GPTRA has fully reimbursed the County for all amounts advanced to the GPTRA and interest on such amounts in accordance with Section 2 of this Agreement.

9. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.


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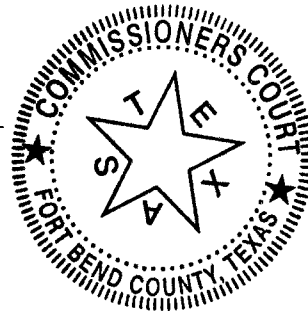
IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

FORT BEND COUNTY, TEXAS

By: 
Robert Hebert
County Judge 4-28-2015

ATTEST:

By: 
Laura Richard
County Clerk

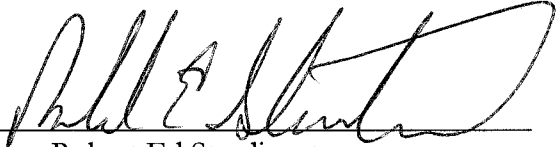


APPROVED AS TO FORM:


Marcus D. Spencer, Asst County Attorney

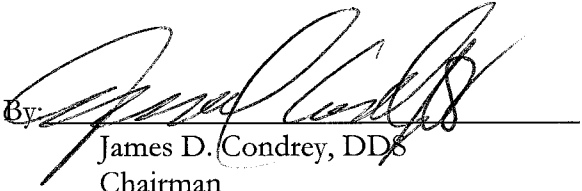
Auditor's Certificate

I hereby certify that funds in the Fort Bend County Toll Road Revenue Fund are available in the amount of \$5,000,000.00 to pay the obligations of Fort Bend County under and within the foregoing agreement.

By: 

Robert Ed Sturdivant
County Auditor
Fort Bend County, Texas

FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY

By: 
James D. Condrey, DDS
Chairman

ATTEST:

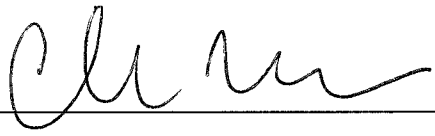
By: 
Name: Charles Rencher
Title: Secretary

EXHIBIT A

Segment C – Phase 1 Project Plan

4841-5887-8499, v. 1



Segment C – Phase 1 Project Plan

Grand Parkway: Segment C - Phase 1
Southbound Frontage Road from US-59 to Sansbury

Project Overview: Crabb River Road from US-59 to FM 762 is currently a two-three lane roadway. FBC and TxDOT are working on an agreement to improve Crabb River Road 500 feet south of George Ranch High School. Portions of the Crabb River Road Project are within the approved right-of-way for the extension of Segment C of the Grand Parkway.

Because of the overlap between the two projects, FBCTRA consultants and FBC engineer have met to discuss the most efficient way to allocated responsibility and costs for the two projects and to ensure the most timely and expeditious completion of both projects.

Project 1: US-59 to Sansbury:



The Fort Bend Grand Parkway Toll Road Authority will acquire the necessary right-of-way, design, construct, and finance construction of the southbound frontage from US-59 to Sansbury Blvd (shown in blue in the above diagram), and a temporary (asphalt) connection to the existing Crabb River Road (FM-2759) near the Rabbs Bayou Bridge (shown in orange in the above diagram). All of the existing Crabb River Road pavement will be converted to north bound lanes between Sansbury and US-59. The estimated cost of this project is \$11 million, not including right-of-way acquisition costs (see budget on page 4).



Segment C – Phase 1 Project Plan

This project only requires acquisition of right-of-way west of Crabb River Road. Please note that the majority of the necessary right-of-way is owned by the County (shown in yellow in the below diagram).



Toll Road Authority's Project Scope:

- Construct two lane frontage road from US-59 to Sansbury (tying into the existing stub-out of the southbound frontage road to Sansbury)
- Relocate the Centerpoint Transmission Towers to an interim location
- Intersection improvements at Sansbury including traffic signal improvements
- Conversion of the existing Crabb River Road between US-59 and Sansbury from two-way traffic to one-way northbound lanes.
- Acquisition of all of the ROW, not already owned by the County, required for this SB Frontage Road Project.
- Restriping existing Crabb River Road from the bridge across Rabbs Bayou to US-59
- The temporary asphalt connection from the new SB frontage road to the existing FM-2759 near Rabbs Bayou.
- The Authority will also begin the the ROW acquisition process for the parcels on the east side of Rabbs Bayou, since acquisition is not needed for this initial project, acquisition would be contingent on funding.



Segment C – Phase 1 Project Plan

Schedule and Phasing:

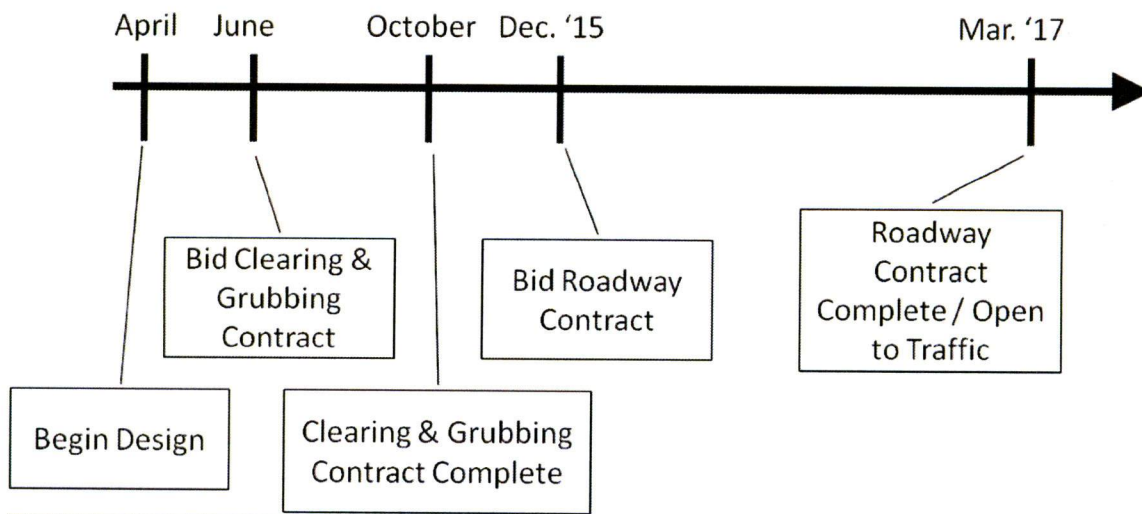
Design of the project will begin in the 1st quarter of 2015 and will be completed in the 4th quarter of 2015.

The project will be constructed in two phases:

The first project will be let to clear, grub, and grade the ROW to drain in preparation for the roadway project. This project will bid in early summer of 2015 and be complete in 120 days or fall of 2015.

The second project will include all of the roadway construction and intersection improvements. This project will bid in late 2015 with construction starting by early 2016. The construction duration for this project will be approximately 14 months from the Notice to Proceed to completion. The project will be open to traffic by summer of 2017.

Timeline:





Segment C – Phase 1 Project Plan

Estimated Cost of Segment C – Phase I Project:

Cost Breakdown:

Preliminary Work:	<u>\$ 250,000</u>
ROW Property Description (*PAS/*MLG)	
Utility Relocations:	<u>\$ 2,020,000</u>
*CPE (transmission towers)	
ROW Acquisition and Relocation	<u>\$ 2,000,000</u>
Engineering / Design:	<u>\$ 682,233</u>
*IDC (design)	\$ 542,233
Additional Geotech Work	\$ 65,000
GPTRA Oversight (*MSA)	\$ 75,000
Subtotal Pre-Construction	<u>\$ 4,952,233</u>
Construction:	<u>\$ 6,453,369</u>
Contractor (TBD)	\$ 6,059,500
*IDC (Constr. Ph. Design)	\$ 60,595
Lab / Material Testing	\$ 90,893
Inspection (TBD)	\$ 151,488
GPTRA Mgmt / Oversight (*MSA)	\$ 90,893
Other:	\$ - 0 -
Cost of Financing	
Relocation of Church	
<u>Contingency (15%)</u>	<u>\$ 1,710,840</u>
Total Cost	\$13,116,442

*** PAS = Property Acquisition Services; MLG = The Muller Law Group; MSA = Mike Stone Associates; IDC = IDC, Inc.;

CPE = CenterPoint Electric



Segment C – Phase 1 Project Plan

Funding:

Pre-Construction Activity:

This project will be initially funded from the Fort Bend Toll Road Authority Revenue Fund in the amount of \$5,000,000, pursuant to a Reimbursement Agreement between the two Authorities (FBCTRA & FBGPTRA). The source of construction funds will be determined at that time: either Fort Bend Grand Parkway Bonds or additional loan from Revenue Fund.

Timing of Future Projects:

We believe that these projects will provide a high level of service for the foreseeable future. The next round of improvements will be tied to the FBC-TxDOT Crabb River Road project and will include the widening of the Rabbs Bayou bridge to accommodate two additional lanes and the widening of FM-2759 (Crabb River Road) from two to four lanes to the intersection railroad tracks, and the widening of FM-762 from two to four lanes from the railroad tracks beyond the George Ranch High School.