

**REIMBURSEMENT AGREEMENT RELATED TO BRAZOS RIVER
EROSION PROJECT**

THIS REIMBURSEMENT AGREEMENT (this "Agreement"), is made and entered into as of the 19th day of July, 2017, between **FORT BEND COUNTY, TEXAS**, a corporate body politic (the "County") and **FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY** (the "FBGPTRA"), a transportation corporation organized and operating under the laws of the State of Texas (collectively, the "Parties").

RECITALS:

A. The County Commissioners Court by Order dated June 8, 2010, determined and declared that the FBGPTRA be formed as a duly constituted authority of the County and authorized the FBGPTRA to act on behalf of the County in the performance of its essential governmental purposes to develop the Grand Parkway.

B. The FBGPTRA was created as a local government corporation pursuant to state law and is a governmental unit within the meaning of Section 101.001 Texas Civil Practice and Remedies Code.

C. The FBGPTRA has declared an emergency and is constructing emergency repairs to the Brazos River bridge (the "Project"). The Project is necessary to protect the bridge from structural damage or failure due to erosion caused by the Brazos River. The estimated Project cost is in excess of \$17 million. The FBGPTRA has insufficient funds for the cost of the project, and the County is willing to advance the necessary funds to the FBGPTRA for the Project subject to the repayment terms defined herein.

D. The County desires to advance sufficient funds to the FBGPTRA from the Fort Bend County Toll Road Revenue Fund and/or Fort Bend County for the costs associated with the Project in an amount not to exceed \$20,000,000.

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. Incorporation of Recitals. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

2. Advances by the County. The County hereby agrees to promptly advance funds to or on behalf of the FBGPTRA from the Fort Bend County Toll Road Revenue Fund and/or Fort Bend County for a combined amount not to exceed \$20,000,000 for costs associated with the Project, including, but not limited to, 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 FBGPTRA shall be responsible for maintaining proper accounting records for all deposits and expenditures.

3. Reimbursement. When the FBGPTRA issues bonds to finance future Grand Parkway facilities, the FBGPTRA will repay the County for all sums advanced to or on behalf of the FBGPTRA, plus interest. The interest rate will be agreed upon at the time of repayment for an amount not to exceed the actual rate on the debt. The reimbursement shall be allocated to the Fort Bend County Toll Road Revenue Fund and/or Fort Bend County in the amounts paid to advance fund the Project costs respectively. If the FBGPTRA has not sold bonds within fifteen (15) years of the date of this Agreement, then the FBGPTRA shall reimburse the County from revenues lawfully available for such purpose. The reimbursement shall be allocated 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.

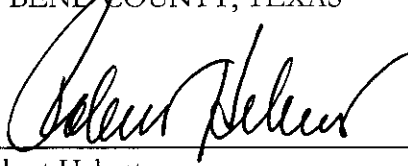
8. Term of Agreement. The term of this Agreement shall commence on the date first above written and shall continue until the date (the "Termination Date") on which the FBGPTRA has fully reimbursed the County for all amounts advanced to the FBGPTRA and interest on such amounts in accordance with Section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

[Remainder of page intentionally left blank.]

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

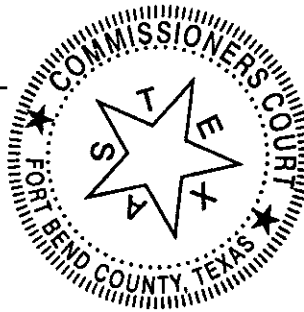
By: 

Robert Hebert
County Judge

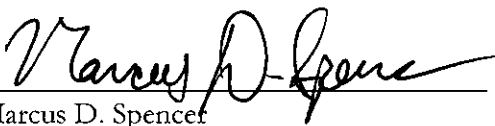
July 25, 2017

ATTEST:

By: 
Laura Richard
County Clerk

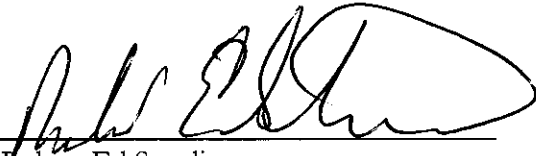


APPROVED AS TO FORM:

By: 
Marcus D. Spencer
Assistant 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 \$20,000,000 to pay the obligations of Fort Bend County under and within the foregoing agreement.

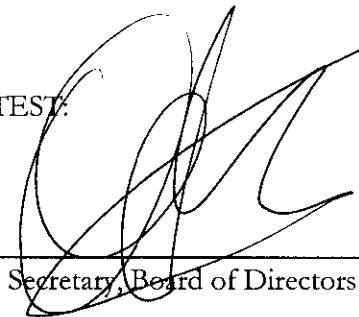
By: 

Robert Ed Sturdivant
County Auditor
Fort Bend County, Texas

FORT BEND GRAND PARKWAY TOLL
ROAD AUTHORITY

By: 
James D. Condrey, DDS
Chairman of the Board of Directors

ATTEST:

By: 
Secretary, Board of Directors