

**AGREEMENT BETWEEN FORT BEND COUNTY AND
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 239**

This 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 **Fort Bend County Municipal Utility District No. 239**, a conservation and reclamation district essential to accomplish the purposes of Section 59, Article XVI of the Texas Constitution and operating pursuant to Chapter 8080, Special District Local Laws Code and Chapters 49 and 54 of the Texas Water Code, as amended (the "**District**"). The County and the District are referred to herein collectively as the "**Parties**" and individually as a "**Party**."

1. General Scope of the Agreement

- a. The Parties hereby agree to establish a program for economic development in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381, Texas Local Government Code ("**Chapter 381**"), 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.
- b. The Parties wish to jointly finance and develop certain public works and improvements, including the drainage facilities and park improvements (the "**Improvements**") pursuant to Chapter 381 and pursuant to Texas Government Code 791.011 ("**Section 791.011**")
- c. The Parties also wish to jointly finance certain road and related improvements in aid of such road improvements (the "**Roadway Improvements**" and together with the Improvements, the "**Public Improvements**") pursuant to Chapter 381; Section 791.011; and Section 791.028, Texas Government Code ("**Section 791.028**") under which the County and the District may contract for the construction and payment of a road project; and pursuant and Chapter 472, Transportation Code ("**Chapter 472**"), under which the County may pay for the joint construction of public roads.
- d. The Public Improvements, along with the estimated costs, are contained in **Exhibit "A"** attached hereto and incorporated herein by reference.
- e. The District intends to construct certain Public Improvements to serve approximately 4,732 acres (the "**Service Area**"), with such property described further on **Exhibit "B"**.
- f. In addition to the Public Improvements, and at the County's election, the Parties wish to provide for the financing of certain road and related

improvements in aid of such road improvements consistent with the current duly adopted major thoroughfare plan ("MTP") of Fort Bend County for the Fort Bend County Toll Road Authority ("FBCTRA") projects associated with the Fort Bend Parkway and/or Grand Parkway (Segment C) extensions within and adjacent to Service Area (the "**Toll Road Improvements**," as further described as the applicable portion of the MTP shown on **Exhibit C**).

- g. The County and the District do hereby find and determine that the Public Improvements and the Toll Road Improvements and the development of land will bring positive economic impact to the County and the District through the timely development and diversification of the economy, the attraction of new businesses, and the retention of growth of tax revenue. The County and the District do hereby find and determine that the Public Improvements and the Toll Road Improvements will provide a public benefit to the County.
- h. The County and the District do hereby find and determine that this Agreement, and each and every one of the Public Improvements, promotes economic development in the County and the District and, as such, meets the requirements of Chapter 381 and further, is in the best interests of the County and the District.

2. **Definitions and Terms**

- a. "**Base Value**" means the total market value of all real property within the boundaries of the Service Area as of January 1, 2022 (or of the first of the calendar year in which an Increment Zone is established pursuant to Section 4.b below), as established by the Fort Bend County Appraisal District ("FBCAD"), without regard to open space, timber and wildlife, or agricultural special valuations.
- b. "**Bonds**" means the bonds, notes or other evidences of indebtedness issued by the District from time to time for the specific purpose of paying for or reimbursing the Developer for the payment of the Public Improvements Costs (defined in Article 3.B), and are secured by, in part or in full, the District Annual Payments and the Revenue Fund, and including any bonds, notes or similar obligations issued to refund such bonds.
- c. "**Captured Appraised Value**" means the total taxable value of all real property taxable by the County and located in the Service Area (or Increment Zone, as defined in Section 4.b below) for that year less the Base Value.

- d. **“Developer”** means Rosenberg Land Holdings Company LLC, f/k/a Sig Rosenberg LLC, a Texas limited liability company, its subsidiaries or affiliates, and its successors or assigns.
- e. **“District Annual Payment”** means a sum of money payable by the County to the District equal to 75% of the Tax Increment, subject to Article 6 below. The calculation of the District Annual Payment will be without regard to any future abatement or rebate (pursuant to an economic development agreement, abatement or otherwise) of any portion of such taxes granted by the County.
- f. **“Interest”** means six percent (6%) of Unreimbursed Amounts expended for the Public Improvement Costs incurred from the Effective Date of this Agreement.
- g. **“Revenue Fund”** means the fund established by the District into which the District Annual Payments are deposited together with any interest collected on those deposits.
- h. **“Service Area”** means that area located within and in the vicinity of the Developer’s property, as further shown in **Exhibit “B”**.
- i. **“Tax Increment”** means the amount of property taxes levied, assessed and collected by the County for that year on the Captured Appraised Value of real property taxable by Fort Bend County and located in the Service Area.
- j. **“Unreimbursed Amounts”** means the amounts expended by or on behalf of the District that qualify as Public Improvements Costs and that have not been paid by the District.

3. **Public Improvements and Public Improvements Costs**

- a. **The Public Improvements.** The District intends to finance and construct certain Public Improvements listed in Exhibit A, each of which may be constructed in phases. The District, in its sole discretion and in consultation with the County, will determine the timing, phasing and sequencing of the design, construction and financing of the Public Improvements. The District is only obligated to construct those Public Improvements to the extent that sufficient funds are available for financing the Public Improvements Costs either from the District Annual Payments deposited in the Revenue Fund, from other funds of the District or from proceeds of the Bonds.
- b. **Public Improvements Costs.** “Public Improvements Costs” are defined as the actual costs of the Public Improvements listed in **Exhibit A**. The Public

Improvements Costs may include the costs of, design, development and construction of the Public Improvements, including (i) all costs of design, engineering, geotechnical, surveying, materials, labor, construction, testing and inspection and other services arising in connection with the design and construction of the Public Improvements; (ii) all payments arising under any contracts entered into for the design or construction of the Public Improvements; and (iii) all costs incurred in connection with obtaining governmental approvals, certificates and permits required in connection with the construction of the Public Improvements, including the engineering and other fees and expenses related to the design and construction of the Public Improvements. Public Improvements Costs also includes the reimbursement to the Developer for the Public Improvements Costs described above advanced to or on behalf of the District, provided that the District has entered into an agreement for repayment of all funds advanced on its behalf, together with interest on the funds so expended and advanced.

Public Improvements Costs will be based on actual costs to the District. However, the County and the District are each a political subdivision under the laws of the State of Texas and may claim exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County is neither liable for any personal property taxes, charges, or fees assessed against the District or the Developer nor obligated to reimburse District or the Developer for any taxes, charges, or fees assessed against District or developer for the supplies or materials provided or any services rendered.

4. District Annual Payments

- a. **District Annual Payments.** Subject to Section 4(b) below, the County agrees to pay the District Annual Payment to the District commencing with the tax year ending December 31, 2023, and continuing each year until this Agreement has been terminated in accordance with Article 8, unless the County and the District duly authorize an agreement in writing to continue the District Annual Payment after such termination. The County agrees to pay the District Annual Payment to the District, from the proceeds of the District Annual Payment, commencing with the tax year ending December 31, 2023, and continuing each year through the earlier of i) the tax year ending December 31, 2053, including tax collections received in 2054 for the tax year 2053, or ii) when all of the Public Improvements are completed and all of the Public Improvement Costs plus Interest (including debt service costs thereon) have been paid by the District to the Developer. The County will pay to the District the District Annual payment, plus any portion of the prior years' District Annual Payments not previously paid to the District, once each year by May 31st. The County has no duty or obligation to pay

the District Annual Payment until the County collects an amount of ad valorem taxes equal to such payment. If an amount of County ad valorem taxes used to calculate the amount District Annual Payment are paid to the District and subsequently refunded to taxpayer, pursuant to the provisions of the Texas Tax Code, then an equal sum shall be offset against future District Annual Payments, as applicable, on a prorated basis. No interest or penalties shall be charged to the County for any late payments from the County to the District, regardless of any statutory provision that may permit assessment of late payment penalties. The County is unconditionally obligated to pay the District Annual Payment, except in the event of an overpayment in a previous year, in which case the District may deduct the amount of the overpayment as an offset against the current payment. The County is not obligated to make any payment to the District in an amount in excess of the District Annual Payment except in the amount of an underpayment in a prior year. If any funds remain in the possession of the District at the termination of this Agreement or after all of the Public Improvements have been completed and all of the Public Improvement Costs and Interest have been paid, the District shall reimburse all such remaining amounts to the County within 135 days.

- b. **Phasing of Annual Payments- Increment Zones.** Should the District elect to delay the commencement of the District Annual Payments for different phases of development (e.g., per 500 acres within the Service Area, per the District's developer's takedowns of land within the Service Area, etc., the "Increment Zones"), the District Annual Payments shall commence upon the designation of each Increment Zone, subject to the same duration (30 years) and conditions of Section 4(a) above. Prior to designating any Increment Zone, the District shall provide at least sixty (60) days written notice to the County to coordinate implementation of this Agreement as to the applicable Increment Zone. The District shall be entitled to establish not more than four (4) Increment Zones.
- c. **County Audit Rights.** The County shall have the right to audit the books and records of the Revenue Fund and the District upon thirty (30) days written notice to the District. At the discretion of the County, any such audit shall be performed by the County or by outside firms at County expense. The District's cooperation shall include, but not be limited to, access to all District books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to the Public Improvements Costs. Each year the District shall furnish complete copies of the audited financial statements of the District, including auditor's opinion and footnotes, to the County within 135 days of the District's fiscal year end.

- d. **Review.** The County (on its behalf and on behalf of the District) agrees to maintain adequate records and documentation supporting its calculation of the District Annual Payments, and the District and its duly authorized representatives have the right, upon reasonable notice, to review such records at any reasonable time. The County and the District agree to negotiate in good faith to resolve any disputes regarding the District and District Annual Payments.

5. **Use of District Annual Payment and Bonds**

- a. **The Revenue Fund.** The District will deposit the proceeds of the District Annual Payment into the Revenue Fund, which fund must be accounted for independently from other funds of the District. The Revenue Fund may be invested or reinvested, from time to time, as provided in the investment policy of the District and in the manner provided by and in accord with applicable law and regulations. Interest collected on the Revenue Fund balances will be retained in the Revenue Fund and utilized by the District only as permitted under this Agreement.
- b. **The Bonds.** The District has the authority to issue, sell and deliver Bonds from time to time, secured by the District Annual Payment and the Revenue Fund, as deemed necessary and appropriate by the Board of Directors of the District, subject to the terms of this Agreement, in such forms and manner and as permitted or provided by federal law, the general laws of the State of Texas.

The District may pledge and assign all or part of the District Annual Payment and the Revenue Fund to:

- i. the owners and holders of the Bonds;
- ii. lenders of money to the District;
- iii. a developer pursuant to a development financing agreement with the District; and
- iv. economic development grants stimulate business and commercial activity within the Service Area.

This Agreement may not be construed as a limitation on the District's right to issue other forms of indebtedness as allowed by applicable law and regulation.

- c. **Use of the District Annual Payments and Revenue Fund.** The Revenue Fund may be used only to fund the Public Improvements Costs, to reimburse the District for Public Improvement Costs expenditures, or towards the payment of interest and debt service on the Bonds issued to

finance Public Improvement Costs; provided however, the County shall not be required to pay (i) any interest on the Bonds, or (ii) any other interest on the Public Improvement Costs or any part thereof. Notwithstanding the foregoing, the District may utilize the Revenue Fund to stimulate business and commercial activity pursuant to Chapter 381 of the Texas Local Government Code, and may, after considering the impact on the completion of the Public Improvements, prioritize such economic development payments before reimbursing the Public Improvements Costs with the agreement of the Developer to subordinate payments or partially subordinate payments that have a payment priority.

- d. **Annual Report.** During the term of this Agreement, the District agrees to provide to the County, on an annual basis within 135 days of the District's fiscal year end, a copy of the District's annual fiscal audit and an annual report on the following information:
- i. The amount and source of revenue in the Revenue Fund;
 - ii. The amount and purposes of the expenditures from the Revenue Fund or from proceeds of the Bonds during the prior fiscal year;
 - iii. The amount of principal and interest due on outstanding Bonds;
 - iv. The amount of Public Improvements Costs paid by the District or advanced by the Developer during the prior fiscal year and the date of such payment or advance;
 - v. A schedule of Interest that has accrued on funds expended by the District or the Developer for Public Improvements Costs minus any prior District Annual Payments, considering that the District Annual Payments are applied first to Interest and second to Public Improvements Costs; and
 - vi. Any final report of the District's auditor relating to amounts owed by the District as reimbursement to the Developer for Public Improvements Costs that were received and approved by the District's Board of Directors during the prior fiscal year, which report will be determinative of the calculation of Public Improvement Costs for any amounts advanced by the Developer.
- e. **Bonds as Obligation of the District.** The Bonds are obligations solely of the District and not obligations or indebtedness of the County; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Revenue Fund or any District Annual Payments, which may be made by the District as provided herein,

to the payment of the principal of or interest on the Bonds or other contractual obligations of the District for the Public Improvements.

- f. **Obligations of the County and District to be Absolute.** The obligation of the County to make payments of the District Annual Payment is absolute and unconditional, and until such time as this Agreement has been terminated as provided by Article 8, the County will not suspend or discontinue the District Annual Payment and will not terminate this Agreement without cause. Should the County determine the District is in default on the Agreement, the procedures in Article 8 shall be followed prior to the determination of whether the Agreement may be terminated. t. Nothing contained in this paragraph may be construed to release the District from performance of any portion of the Agreement. In the event the District fails to perform any portion of the Agreement, the County may institute such action against the District as the County may deem necessary to compel performance so long as this action does not abrogate the obligations of the County to make payments of the Annual Payments set forth in this Agreement.

6. Funding of Toll Road Improvements

- a. Until and unless the design and construction of Toll Road Improvements is commenced, the District Annual Payment shall be calculated at an amount equal to 75% of the Tax Increment. Subject to Article 6(b) below, and at the County's election, the County may re-allocate the percentage of the Tax Increment obligated to the District Annual Payment from 75% of the Tax Increment to 37.5% of the Tax Increment, with the remaining 37.5% of the Tax Increment directed by the County annually to the FBCTRA solely for the financing, design, construction, and operation of the Toll Road Improvements (the "Toll Road Payment").
- b. The County shall provide at least eighteen (18) months' written notice to the District of its intent to re-allocate the Tax Increment and implement the Toll Road Payment. Any change to reallocate the District Annual Payment to make the Toll Road Payment shall be effective on the January 1st after the expiration of eighteen (18) months from receipt of the County notice. Upon the Toll Road Payment's commencement, the District Annual Payment will be calculated at 37.5% of the Tax Increment for the duration of this Agreement, and the definition of the District Annual Payment provided herein shall be amended as follows:

"District Annual Payment" means a sum of money payable by the County to the District equal to 37.5% of the Tax Increment. The calculation of the District Annual Payment will be without regard

to any future abatement or rebate (pursuant to an economic development agreement, abatement or otherwise) of any portion of such taxes granted by the County.

- c. Should the Toll Road Payment be used for any purpose other than the financing, design, construction, and operation of the Toll Road Improvements, such use will constitute an event of default by the County and the District Annual Payment will be re-calculated to equal 75% of the Tax Increment.

7. County Tax Increment Reinvestment Zone

- a. Should the County, pursuant to Chapter 311 of the Texas Tax Code, designate a Tax Increment Reinvestment Zone ("TIRZ") over any portion of the Service Area, this Agreement shall automatically terminate as to that portion of the Service Area upon the designation and implementation of such TIRZ. The County and the District agree to use commercially reasonable efforts to prepare a Project Plan and Plan of Finance for any TIRZ overlaying any portion of the Service Area, and shall enter into an agreement whereby the District will administer the TIRZ's Project Plan and Plan of Finance on the County's behalf. With regards to the implementation and financing of the Public Improvements and the Toll Road Improvements as described in this Agreement, the County shall utilize the TIRZ to accomplish the same purpose. The County agrees that the portion of tax increment received by the TIRZ and allocated to the District may be utilized for the same purposes as the District Annual Payments.

8. Time for Performance; Termination, Default and Remedy

- a. **Term.** This Agreement will be in full force and effect through the tax year ending December 31, 2053, unless this Agreement is terminated earlier, provided that the County's obligation to pay the District Annual Payment, for the tax years ending December 31, 2053, and prior will continue to extend through December 31, 2054, as the County collects its tax revenues for real property within the District. Notwithstanding the foregoing, this Agreement's Term shall be in full force and effect through the duration of any Increment Zone.
- b. **Termination.** In the event the Toll Road Improvements have been completed, and all costs incurred by the District and/or Developer associated therewith have been reimbursed, this Agreement shall hereby automatically terminate.

- c. **Time is of the Essence.** Time is of the essence in the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation, including, without limitation, subject to the District's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the District's timely procurement of all entitlements required for the Public Improvements.
- d. **Payment Default.** The County and District each agrees that its failure to pay the District Annual Payment, when due is an event of default (a "Payment Default") and that the District is entitled to any and all of the remedies available in paragraph E below or otherwise at law or equity.
- e. **General Events of Default.** A Party will be deemed in default under this Agreement (which will be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its material commitments, covenants, agreements or obligations hereunder or if any of its representations contained in this Agreement are false.

Before the failure of any Party to perform its obligations under this Agreement, except a Payment Default, is deemed to be a breach of this Agreement, the Party claiming such failure must notify, in writing, the Party alleged to have failed to perform of the alleged failure and demand performance. No breach of this Agreement, except a Payment Default, may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within forty-five (45) days of the receipt by the defaulting Party of such notice.

Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, maybe awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement will constitute an election of remedies; and all remedies set forth in this Agreement will be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties has the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (except for a Payment Default) is

delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, pandemic, epidemic, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes], labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

In addition to any other right or remedy available to the Parties under this Agreement, in the event of a default or a breach by any Party under this Agreement which continues for 30 days after written notice to the Party alleged to have defaulted or breached and the failure of the Party alleged to have defaulted or breached to cure or diligently proceed to cure such breach to the complaining Party's reasonable satisfaction, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.

9. Applicable Law and Venue

- a. The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement.
- b. This Agreement is governed by the laws of the State of Texas.
- c. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- d. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Richmond, Fort Bend County, Texas.

10. No Personal Liability; Limited Waiver of Immunity

- a. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County or the District.
- b. The Parties agree that no provision of this Agreement extends the County's or the District's liability beyond the liability provided in the Texas

Constitution and the laws of the State of Texas. The County agrees that this Agreement shall constitute a contract for providing goods and services to the County, subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code. Further, to the extent allowed by law, the County waives its rights to sovereign immunity as to an action in equity by Developer and/or the District for a writ of mandamus or specific performance to enforce all the terms of this Agreement. The County does not waive its rights to sovereign immunity for any other actions permitted by law.

- c. Neither the execution of this Agreement nor any other conduct of any Party relating to this Agreement shall be considered a waiver by the County, the District or the District of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- d. Neither the County nor the District agrees to binding arbitration, nor does any Party waive its right to a jury trial.

11. Contract Construction

- a. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- b. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- c. When terms are used in the singular or plural, the meaning shall apply to both.
- d. When either the male or female gender is used, the meaning shall apply to both.

12. Waiver of Breach

- a. Waiver by any Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.
- b. In order for a waiver of a right or power to be effective, it must be in writing and signed by the waiving Party.

13. Successors and Assigns

- a. The County and the District bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement

and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Notwithstanding the foregoing, the District may assign its rights under this Agreement, upon written notice to the County, to (i) a municipal management district created for the purpose of providing services to the Service Area without the prior written consent of the County or the District; and/or (ii) a corporation created to aid, assist and act on behalf of the District without the prior written consent of the County or the District.

- b. Except as provided in Article 5.A. and other provisions of this Agreement, neither the County nor the District shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other. As a condition for giving consent, the County or the District may require that any assignee of the District agree to comply with all competitive bidding requirements contained in any procurement or purchasing statute to which the District is subject.

14. Survival of Terms

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification and copyright provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

15. Entire Agreement; Modifications

- a. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- b. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

16. Texas Public Information Act

- a. The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). Each Party expressly understands and agrees that any other Party shall release any and all information necessary to comply with Texas law without the prior written consent of the other Party.
- b. It is expressly understood and agreed that the County and the District and their respective officers and employees, may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard

to the application of the Act to any software, or any part thereof, or other information or data furnished to the County or the District whether or not the same are available to the public. It is further understood that each Party, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that each Party, its officers, and employees shall have no liability or obligations to other Party for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County or the District in reliance on any advice, decision or opinion of the Attorney General.

- c. In the event a Party receives a written request for information pursuant to the Act that affects the other Party's rights, title to, or interest in any information or data or a part thereof, furnished to one Party by the other under this Agreement, then such Party will promptly notify the other of such request. The other Party may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Such Party is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Such Party is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- d. Electronic Mail Addresses. District affirmatively consents to the disclosure of its email addresses that are provided to the County or the District, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by District and agents acting on behalf of District and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

17. Notice

- a. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to a Party at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) Business Days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To District: Fort Bend County Municipal Utility District No. 239
c/o Stephen M. Robinson
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

To County: Fort Bend County
301 Jackson Street, Room 101
Richmond, TX 77469
Attn: County Judge

With a copy to: Fort Bend County Attorney's Office
301 Jackson Street, Room 101
Richmond, TX 77469
Attn: County Attorney

- b. Any Party may designate a different address by giving the other Party ten (10) calendar days' written notice.

18. Severability

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

19. Effective Date

The Effective Date of this Agreement will be the date the Agreement is approved by the Fort Bend County Commissioners Court, as shown on the signature page attached hereto.

20. Execution

Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

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

FORT BEND COUNTY, TEXAS

KP George

KP George, County Judge

Date: 9/27/2022

ATTEST:

By: Laura Richard
Laura Richard, County Clerk



FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 239

Glenn F. Brown

President, Board of Directors

Date: 10-12-22

ATTEST:

By: Shirley Lee
Secretary, Board of Directors

Exhibit A



Exhibit A
Austin Point
Estimated Project Costs for 381 Agreement
21-Sep-22

1.00 Road Costs	Price
Boothline Road - 1/2 Boulevard	\$ 7,490,000.00
Ricefield Turn Lane(s) (\$100K ea)	\$ 400,000.00
FM 762 Turn Lanes (\$100k ea)	\$ 1,000,000.00
Major Thoroughfare 1A	\$ 1,440,000.00
Major Thoroughfare 1B	\$ 3,570,000.00
Major Thoroughfare 1C	\$ 8,190,000.00
Major Thoroughfare 1D	\$ 4,340,000.00
Major Thoroughfare 1E	\$ 1,990,000.00
Major Thoroughfare 1F	\$ 4,540,000.00
Major Thoroughfare 2A	\$ 5,060,000.00
Major Thoroughfare 2B	\$ 4,090,000.00
Major Thoroughfare 2C	\$ 4,960,000.00
Major Thoroughfare 2D	\$ 3,840,000.00
Major Thoroughfare 2E	\$ 1,860,000.00
Major Thoroughfare 2F	\$ 1,880,000.00
Major Thoroughfare 3A	\$ 6,090,000.00
Major Thoroughfare 3B	\$ 3,030,000.00
Major Thoroughfare 3C	\$ 4,040,000.00
Major Thoroughfare 4A	\$ 4,170,000.00
Major Thoroughfare 4B	\$ 5,190,000.00
Major Thoroughfare 4C	\$ 3,040,000.00
Major Thoroughfare 4D	\$ 1,810,000.00
Major Thoroughfare 5A	\$ 3,200,000.00
Major Thoroughfare 5B	\$ 3,530,000.00
Major Thoroughfare 5C	\$ 4,910,000.00
Major Thoroughfare 5D	\$ 4,220,000.00
Major Thoroughfare 5E	\$ 3,950,000.00
Major Thoroughfare 5F	\$ 5,720,000.00
Collector Road 1	\$ 3,400,000.00
Collector Road 2	\$ 3,370,000.00
Collector Road 3A	\$ 3,340,000.00
Collector Road 3B	\$ 1,850,000.00
Collector Road 3C	\$ 5,250,000.00
Collector Road 4A	\$ 1,800,000.00
Collector Road 4B	\$ 4,030,000.00
Collector Road 4C	\$ 4,010,000.00
Collector Road 4D	\$ 1,620,000.00
Collector Road 4E	\$ 1,910,000.00
Collector Road 5A	\$ 3,080,000.00
Collector Road 5B	\$ 1,690,000.00
Collector Road 5C	\$ 3,150,000.00
Grand Parkway Phase 1 (Frontage Road)	\$ 6,210,000.00
Grand Parkway Phase 2 (Frontage Road)	\$ 5,100,000.00
Fort Bend Parkway Phase 1 (Frontage Road)	\$ 3,120,000.00

1.00 Road Costs (cont.)

Fort Bend Parkway Phase 2 (Frontage Road)	\$	3,570,000.00
Fort Bend Parkway Phase 3 (Frontage Road)	\$	5,130,000.00
Fort Bend Parkway Phase 4 (Frontage Road)	\$	3,190,000.00
Fort Bend Parkway Phase 5 (Frontage Road)	\$	3,740,000.00
Fort Bend Parkway Phase 6 (Frontage Road)	\$	4,280,000.00
Subtotal - Roads	\$	180,390,000.00

2.00 Drainage Costs

Drainage Phase 1A	\$	820,000.00
Drainage Phase 1B	\$	1,390,000.00
Drainage Phase 1C	\$	870,000.00
Drainage Phase 1D	\$	570,000.00
Drainage Phase 1E	\$	860,000.00
Drainage Phase 1F	\$	1,620,000.00
Drainage Phase 2A	\$	480,000.00
Drainage Phase 2B	\$	1,060,000.00
Drainage Phase 2C	\$	1,870,000.00
Drainage Phase 2D	\$	1,050,000.00
Drainage Phase 3A	\$	960,000.00
Drainage Phase 3B	\$	1,560,000.00
Drainage Phase 3C	\$	730,000.00
Drainage Phase 3D	\$	480,000.00
Drainage Phase 3E	\$	400,000.00
Drainage Phase 4A	\$	950,000.00
Drainage Phase 4B	\$	1,310,000.00
Drainage Phase 4C	\$	1,150,000.00
Drainage Phase 4D	\$	1,240,000.00
Drainage Phase 4E	\$	1,520,000.00
Subtotal - Drainage	\$	20,890,000.00

3.00 Miscellaneous Items

Outfall to Big Creek (4 @ \$500k each)	\$	2,000,000.00
Culvert Crossing (8 @ \$1M each)	\$	8,000,000.00
Bridge Crossing (10 @ \$2M each)	\$	20,000,000.00
Roundabout or Traffic Signal (29 @ \$450k)	\$	13,050,000.00
Land Costs	\$	12,820,000.00
Subtotal - Misc.	\$	55,870,000.00

4.00 Off-site Toll Road Frontage Roads

Fort Bend Toll from Brazos to FM 762 (1 - Concrete Frontage Road, 2-Way)	\$	28,200,000.00
Outfalls (5 @ \$500k each)	\$	2,500,000.00
Culvert Crossing (3 @ \$1M each)	\$	3,000,000.00
Roundabout, Intersection, Traffic Signal (4 @ \$450k)	\$	1,800,000.00
Subtotal - Off-site Toll Road Frontage Road	\$	35,500,000.00

Total \$ 292,265,000.00

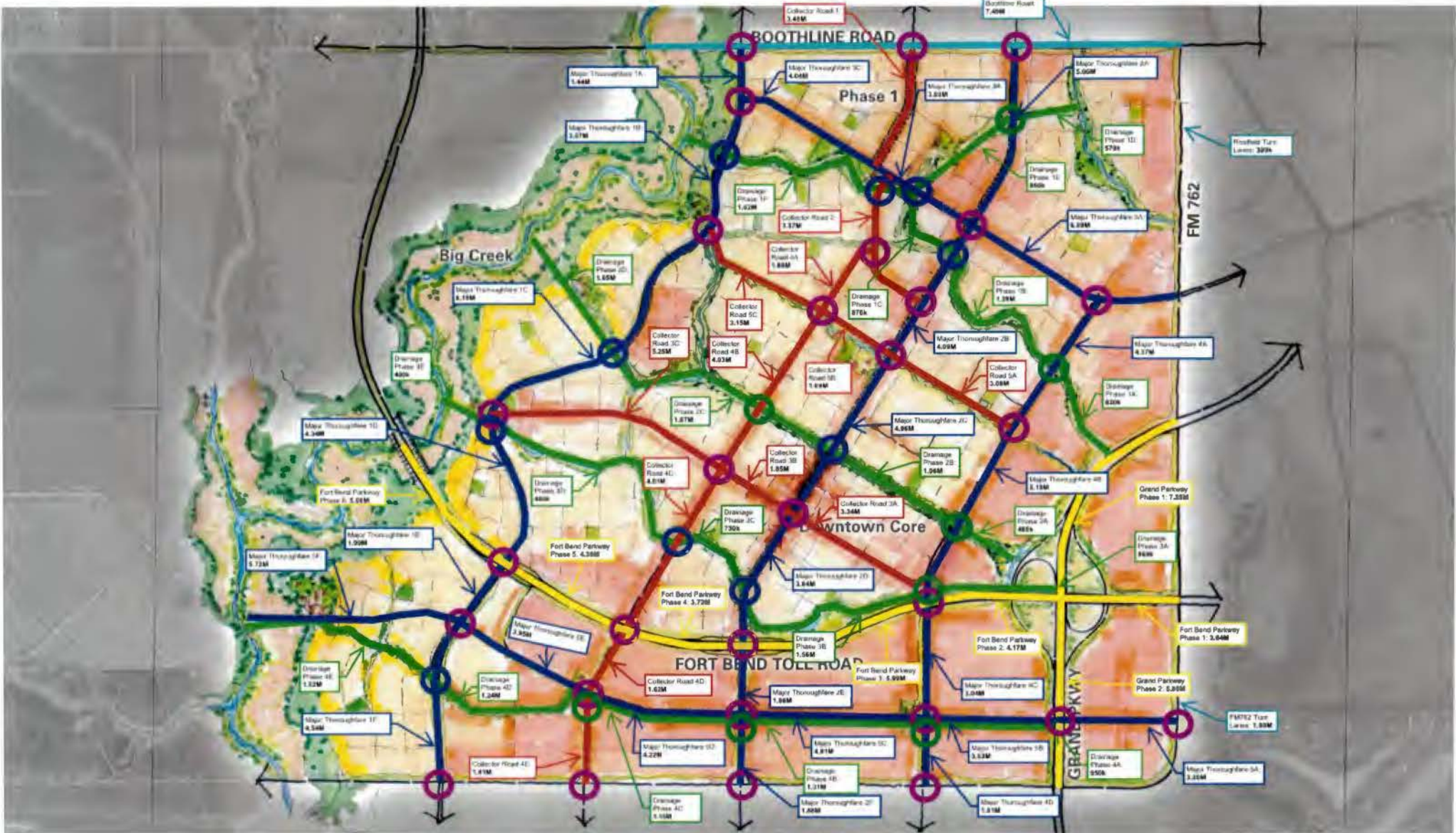


Exhibit A

MASTER PLAN

June 2022

AUSTIN POINT



Exhibit B



**Fort Bend Tollway Frontage Road
Preliminary Projected Costs
Brazos River to FM 762
One 25' Concrete Frontage Road (2-Way) with Roadside Ditch
21-Sep-22**

1.00 Paving / Drainage Items		Price
Fort Bend Toll from Brazos to FM 762 (2 - Concrete Frontage Roads)	\$	28,200,000.00
Subtotal - Paving / Drainage	\$	28,200,000.00
2.00 Miscellaneous Items		
Outfalls (5 @ \$500k each)	\$	2,500,000.00
Culvert Crossing (3 @ \$1M each)	\$	3,000,000.00
Roundabout, Intersection, Traffic Signal (4 @ \$450k)	\$	1,800,000.00
Subtotal - Misc.	\$	7,300,000.00
Total	\$	35,500,000.00




(1) - All detention for frontage roads assumed to be accommodated by regional detention necessary for main lanes
 (2) - No Drainage Study or Dirt Balance was used for this estimate.
 (3) - Bridge over Brazos River Not Included with Costs
 (4) - Does not include any environmental, wetlands or endangered species studies or mitigation

**PRELIMINARY FORT BEND TOLL ROAD FRONTAGE ROAD COSTS
BRAZOS RIVER TO FM 762**

1 m = 2000 ft



<p align="center">Fort Bend Tollway Frontage Road Preliminary Projected Costs Brazos River to FM 762 One 25' Concrete Frontage Road (2-Way) with Roadside Ditch 21 Sep-22</p>		
<u>1.00 Paving / Drainage Items</u>	Price	
Fort Bend Toll from Brazos to FM 762 (2 - Concrete Frontage Roads)	\$	28,200,000.00
Subtotal - Paving / Drainage	\$	28,200,000.00
 <u>2.00 Miscellaneous Items</u>		
Outfalls (5 @ \$500k each)	\$	2,500,000.00
Culvert Crossing (3 @ \$1M each)	\$	3,000,000.00
Roundabout: Intersection, Traffic Signal (4 @ \$450k)	\$	1,800,000.00
Subtotal - Misc.	\$	7,300,000.00
 Total	\$	35,500,000.00
<p>(1) - All detention for frontage roads assumed to be accommodated by regional detention necessary for main lanes</p> <p>(2) - No Drainage Study or Dirt Balance was used for this estimate.</p> <p>(3) - Bridge over Brazos River Not Included with Costs</p> <p>(4) - Does not include any environmental, wetlands or endangered species studies or mitigation.</p>		

-  FBCDD Easement
- Proposed Segment C Alignment
-  Grand Parkway ROW
-  George Foundation



Costello, Inc.
Engineering & Surveying
One Board of Professional Engineers F-530

2019100-000-DV	SEPTEMBER 2022	BY CMP
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