

**PROJECT DEVELOPMENT AGREEMENT**

**BRAZORIA COUNTY EXPRESSWAY EXTENSION**

**TEXAS DEPARTMENT OF TRANSPORTATION**

**BRAZORIA COUNTY, TEXAS**

**AND**

**BRAZORIA COUNTY TOLL ROAD AUTHORITY**

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**BRAZORIA COUNTY EXPRESSWAY EXTENSION  
PROJECT DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §

§

COUNTY OF TRAVIS       §

**THIS AGREEMENT**, by and among the **TEXAS DEPARTMENT OF TRANSPORTATION** (“TxDOT”), an agency of the State of Texas, as authorized by the Texas Transportation Commission (“Commission”), **BRAZORIA COUNTY, TEXAS** (“Brazoria County”), a political subdivision of the State of Texas, and the **BRAZORIA COUNTY TOLL ROAD AUTHORITY** (“BCTRA”), a local government corporation created pursuant to and authorized by chapter 431, subchapter D of the Texas Transportation Code (hereinafter Brazoria County and BCTRA jointly referred to as “County”, and acting as one party to this agreement), is executed to be effective when fully executed by all parties (“Agreement”).

**RECITALS**

The following recitals are a part of this Agreement:

1. State Highway 288 currently exists in Harris and Brazoria Counties, Texas as a non-tolled segment of the state highway system, and includes toll lanes in the median of State Highway 288 in Harris County from south of the State Highway 288/US 59 interchange to the connection with the Brazoria County Expressway;
2. The Brazoria County Expressway currently exists in Brazoria County, Texas in the median of State Highway 288 from 200 feet south of the south abutment of the Clear Creek Bridge to County Road 58 as a tolled County project located in the median of State Highway 288;
3. Chapter 284 of the Texas Transportation Code (the “Code”) authorizes certain counties, including Brazoria County, to construct, acquire, improve, operate, and maintain certain transportation projects;
4. Brazoria County created the Brazoria County Toll Road Authority on or about December 16, 2003 for the purpose of assisting Brazoria County with the financing, construction, and operation of toll roads in Brazoria County;
5. On May 23, 2013, environmental approval was obtained for the Brazoria Project, as hereinafter defined;
6. Under Section 228.011 of the Code, the County has the option to design, construct, finance, operate and maintain improvements to SH 288 within Brazoria County;

7. Pursuant to Section 228.011(f) of the Code, TxDOT or the Commission may provide written notice to the County meeting the requirements of Section 228.011(e) and describing in reasonable detail the location of a toll project on or along SH 288, a projected cost estimate, sources and uses of funds, and a construction schedule;
8. If after receipt of the notice described immediately above, the County exercises the first option with respect to the toll project described in the notice, and then fails to enter into one or more contracts as described in Section 228.011(f) of the Code by the deadlines described in that provision, then the Commission or TxDOT may enter into a contract for the financing, construction, or operation of the toll project with a different entity;
9. Pursuant to Section 228.011 of the Code, the County intends to develop, construct, and operate the Brazoria Project, a toll project in the SH 288 corridor beginning at the southern terminus of the current Brazoria County Expressway and continuing southward to CR 60 (the future Grand Parkway/State Highway 99). The terminus of the Brazoria Project will be as set forth in Exhibit "A" attached hereto;
10. Pursuant to Section 228.011(b-1) of the Code, TxDOT shall assist Brazoria County in the financing, construction, and operation of the Brazoria Project by allowing Brazoria County to use state highway right-of-way owned by TxDOT and to access the state highway system. The same provision of the Code requires Brazoria County to reimburse TxDOT for its use of the right-of-way. Section 228.011(c) of the Code requires TxDOT and Brazoria County enter into an agreement that includes reasonable terms to accommodate the use of the right-of-way by Brazoria County and to protect the interests of the Commission and TxDOT in the use of the right-of-way for operations of TxDOT, including public safety and congestion mitigation on the right-of-way.
11. The Brazoria Project will be constructed by the County on a portion of the State-Owned ROW (as hereinafter defined), as more particularly described in Exhibit "A" to this Agreement, and, in accordance with Section 284.008(c), Transportation Code, the Brazoria Project will become a part of the state highway system when: (1) all of the bonds and interest on the bonds that are payable from or secured by revenues of the project have been paid by the County (or another person with the consent or approval of the County); or (2) a sufficient amount for the payment of all bonds and the interest on the bonds to maturity has been set aside by the County (or another person with the consent or approval of the County) in a trust fund held for the benefit of the bondholders. TxDOT will remain responsible for the maintenance of the non-toll lanes of SH 288 in the SH 288 corridor;
12. Chapter 284, Transportation Code, applies to a pooled project in the same manner that it applies to any other project authorized under that chapter. Brazoria County may issue bonds that are payable either in whole or in part from the revenues of the pooled project and currently intends to system finance the Brazoria Project and to pool it with the Brazoria County Expressway in accordance with Chapter 284, Transportation Code, and the County currently intends to pledge revenues of the pooled project for some or all of the purposes specified in Section 284.065(e), Transportation Code, including specifically, to pay bonds issued to finance capital improvements comprising the Brazoria Project;

13. In developing and constructing the Brazoria Project, the County expects to use the design-bid-build delivery methodology, and expects to finance the development and construction, and to own and operate the project, through BCTRA;
14. TxDOT has determined that the State will receive substantial benefits from toll road projects to be constructed, operated and maintained by the County, and as provided in this Agreement, through the authorization to use State-Owned ROW by the County for such purposes;
15. In Minute Order 114768 dated November 17, 2016, the Commission approved the Brazoria County Expressway as a county toll project, and approved the connection of the Brazoria County Expressway to the state highway system;
16. In Minute Order [ 117133 ] dated [February 26, 2026], the Commission approved the Brazoria Project as a county toll project, and approved the connection of the Brazoria Project to the state highway system;
17. By Court Order H.28 dated November 28, 2023, Brazoria County approved this Agreement and by Court Order [ H.31 ] dated [5/27/25], Brazoria County further ratified this Agreement;
18. By Resolution R2023-43 dated November 16, 2023, the Brazoria County Toll Road Authority approved this Agreement and by Resolution R2025-16 dated May 22, 2025, the Brazoria County Toll Road Authority further ratified this Agreement;
19. The County's construction, maintenance, and operation of the Brazoria Project shall comply with the requirements of applicable state and federal law;
20. One purpose of this Agreement is to protect the interests of the Commission and TxDOT in the use of right-of-way for operations of the department, including public safety and congestion mitigation on the right-of-way;
21. Sections 201.209, 222.103, 228.002, 228.011, 284.003, 284.006, and 284.063 of the Code, along with chapter 791 of the Texas Government Code, authorize agreements between TxDOT and certain governmental entities, including counties, pertaining to the design, construction, financing, operation, ownership, and maintenance of highways;
22. TxDOT wishes to grant to the County, pursuant to Section 228.011 of the Code, the right to use a portion of the State-Owned ROW; however, TxDOT will remain responsible for maintenance of the non-toll lanes of SH 288 in the SH 288 corridor;

### **TERMS OF AGREEMENT**

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and promises of the parties as described in this Agreement, TxDOT, Brazoria County, and BCTRA agree as follows:

## 1. Definitions

**Agreement** means this Project Development Agreement.

**Brazoria Project** means the development, design, construction, financing, operation, and maintenance of improvements in the median of SH 288 from County Road (“CR”) 58 to CR 60 (future SH 99), to include two northbound toll lanes and two southbound toll lanes, separated from the general purpose lanes by a hard barrier such as a concrete traffic barrier. The northern terminus of the Brazoria Project is the southern terminus of the existing portion of the Brazoria County Expressway or CR 58. The term includes the structures and pavement for all access points permitted under this Agreement. The term also includes the right of the County to use a portion of the State-Owned ROW, as described in more detail herein, but does not include title to any of the State-Owned ROW, which shall remain with TxDOT. The Brazoria Project extends from one hard barrier between the toll lanes and the general purpose lanes to the other hard barrier between the toll lanes and the general purpose lanes, inclusive of the hard barriers themselves, but excludes the general purpose lanes and the frontage roads within the SH 288 Corridor.

**Effective Date** means the date this Agreement is fully executed by all parties.

**Environmental Documents** means, as applicable, an environmental assessment, an environmental impact statement, a categorical exclusion, a Finding of No Significant Impact, a Record of Decision, any re-evaluation of an environmental assessment, any decision in connection therewith, any environmental permit or related authorization or decision, and/or any other environmental commitments or obligations, as they may relate to the Brazoria Project.

**SH 288 Mainlanes and Frontage Roads** means the general purpose lanes and frontage roads along the SH 288 Corridor, in Brazoria County, as they exist currently and as they may exist in the future.

**State-Owned ROW** means all right of way owned by the State in the existing footprint of SH 288.

## 2. Brazoria Project Description and Overview

- a. The County will provide and be responsible for the design, construction, financing, operation and maintenance of the Brazoria Project, in accordance with and subject to the terms of this Agreement.
- b. The County is hereby authorized to use and will be allowed to utilize a portion of the State-Owned ROW for the construction, operation and maintenance of the Brazoria Project, all as described in attached Exhibit “A,” provided that such uses will comply with the requirements of applicable state and federal law and will not impair the interests of TxDOT and the Commission in the use of the State-Owned ROW for operations of the department, including public safety and congestion mitigation on the State-Owned ROW. The County agrees that its use of the State-Owned ROW will not damage, impair safety, impede maintenance, or otherwise restrict operation of the SH 288 Mainlanes and Frontage Roads.

- c. Upon completion, the Brazoria Project and the facilities and structures comprising the Brazoria Project will be owned by the County, and the County will be responsible for the operation and maintenance of the project and such facilities, provided, however, in planning and making policies, the Commission shall consider for incorporation into the State highway system the Brazoria Project as a turnpike that another governmental entity is authorized to construct. TxDOT will retain title to all of the State-Owned ROW, subject to the rights to use the State-Owned ROW granted to the County herein.
- d. The Brazoria Project will be developed to include two northbound toll lanes and two southbound toll lanes including the barrier separation, and will be located between the existing northbound and southbound general purpose mainlanes.
- e. Subject to applicable environmental approvals, access to the Brazoria Project will be provided at the following locations:
  - (1) The south terminus of the toll lanes between the SH 288 crossing of CR 60 and CR 63 via ramps to and from the SH 288 general purpose lanes; and
  - (2) Access ramps from the SH 288 general purpose lanes to the toll lanes at approximately the vicinity of CR 57, CR 56, CR 48, and CR 58; and
  - (3) To and from the SH 6 intersection with SH 288 via entrance and exit ramp bridges located north of SH 6 (which may be constructed in phases or with the initial segment of the Brazoria Project).
  - (4) Access may be provided at such additional locations as may be agreed to by the County and TxDOT.

All such access points shall be part of the Brazoria Project, owned by the County, and shall be developed, constructed, operated and maintained at the County's cost.

### **3. Funding, Financing, Construction, and Operation**

- a. Pursuant to Section 228.011 of the Code, the County has the primary responsibility for the financing, construction, and operation and maintenance of the Brazoria Project. This provision shall survive the termination of this Agreement, subject to the transfer and handback requirements in Section 8.
- b. The County will have sole authority and responsibility for the selection of underwriters, investment bankers, financial advisors, legal counsel and other consultants retained in connection with the financing and procurement of the Brazoria Project.
- c. While the County does not anticipate the use of federal funds, it shall notify TxDOT if it intends to use federal funds to pay for costs of the Brazoria Project. The County will provide TxDOT with any information relating to the use of federal funds required by TxDOT, including any information necessary for TxDOT to carry out

its oversight responsibilities in a timely manner. Any use of state or federal highway funds must be approved by the Commission in accordance with Section 284.003(d) of the Code.

**4. Environmental and Right of Way**

**a. Responsibilities of the County**

**(1) Environmental**

(a) The development of the Brazoria Project shall comply with the Environmental Documents, and with all applicable federal and state environmental laws, rules, and policies, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.50, and the Natural Resources Code, Chapter 191. The County is responsible for all environmental mitigation, remediation, permits, and compliance identified in the Environmental Documents with respect to the Brazoria Project.

(b) The County will promptly advise TxDOT of any proposed design, construction, or operational changes or issues that may impact commitments in the Environmental Documents or that may require additional environmental documents or approvals.

(c) The County will pay for, any environmental reevaluation of the Brazoria Project that is required to be prepared due to no major steps to advance the project being taken in the three years after the date of approval of the 2013 Environmental Document. The County will also pay for, any other environmental reevaluation that pertains to the Brazoria Project or to any environmental approval needed for any reconfiguration including ramp additions or deletions, extensions of or additions to the Brazoria Project. Environmental studies and public involvement shall be completed in accordance with all applicable federal and state requirements and in accordance with Chapter 2, Subchapter C, of Title 43, Texas Administrative Code.

(d) The County will be responsible for managing, treating, handling, storing, remediating, removing, transporting (where applicable) and disposing of all hazardous materials, including contaminated groundwater, encountered or discovered in connection with the development, design, construction, operation, and/or maintenance of the Brazoria Project, including where such hazardous materials might be found in or on that part of the State-Owned ROW used for the Brazoria Project, in accordance with applicable law and governmental approvals.

**(2) Right of Way**

(a) Within ten (10) business days of the Effective Date of this Agreement, the County shall make payment in the amount of \$183,045.03 to TxDOT as reimbursement under Section 228.011 of the Code, for the use by the County of portions of the State-Owned ROW, inclusive of air space, for the development, construction, operation and maintenance of the Brazoria Project. This amount equals (a) TxDOT's actual costs to acquire the right-of-way the County has been granted the right to use in the Brazoria Project, or (b) an amount equal to the average actual historical right-of-way acquisition values for comparable right-of-way

located in proximity to the Brazoria Project on the date of original acquisition of the right-of-way.

(b) Notwithstanding the foregoing, TxDOT shall have the right to use and have access over, across, and on the Brazoria Project and the State-Owned ROW as may be necessary or desirable to enable TxDOT to cause the SH 288 Mainlanes and Frontage Roads to be constructed, maintained, and operated, without paying any additional compensation. In exercising such right, TxDOT shall cooperate with the County to lessen the impact of such uses on the County's construction, operation, and maintenance of the Brazoria Project. For any maintenance, construction or other repairs, other than emergency repairs, TxDOT shall provide at least 48 hours written notice to the County prior to exercising its rights under this paragraph.

**b. Responsibilities of TxDOT**

**(1) Environmental**

(a) The development of the Brazoria Project shall comply with the Environmental Documents, and with all applicable federal and state environmental laws, rules, and policies, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.50, and the Natural Resources Code, Chapter 191. The County is responsible for all environmental mitigation, remediation, permits, and compliance identified in the Environmental Documents with respect to the Brazoria Project.

(b) TxDOT will take the lead on any environmental reevaluation of the Brazoria Project that is required to be prepared due to no major steps to advance the project being taken in the three years after the date of approval of the 2013 Environmental Document. TxDOT will also take the lead on any other environmental reevaluation that pertains to the Brazoria Project or to any environmental approval needed for any reconfiguration including ramp additions or deletions, extensions of or additions to the Brazoria Project. Environmental studies and public involvement shall be completed in accordance with all applicable federal and state requirements and in accordance with Chapter 2, Subchapter C, of Title 43, Texas Administrative Code.

(c) TxDOT will perform and obtain approval for all environmental reevaluations needed for the Brazoria Project by March 1, 2026 in accordance with the schematic as approved by TxDOT on August 7, 2024.

**(2) Right of Way**

(a) As provided in Section 228.011 of the Code, and subject to Section 4.a.(2) of this Agreement, TxDOT will grant to the County the right, inclusive of air space, to use a portion of the State-Owned ROW for the construction, operation and maintenance of the Brazoria Project, all as described in attached Exhibit "A," provided that such uses will comply with the requirements of applicable state and federal law and will not impair the interests of TxDOT and the Commission in the use of the State-Owned ROW for operations of the department, including public safety and congestion mitigation on the State-Owned ROW. Such right shall include, but not be limited to, the right to use a portion of the State-Owned ROW for the storage of equipment and materials used by the County in the maintenance of the Brazoria Project. The location of any such storage site shall be by agreement between TxDOT and the County.

(b) Subject to the rights of use granted to the County under this Agreement (which shall include air rights), TxDOT will retain ownership of all of the State-Owned ROW, including those portions which the County has the right to use, and will further retain ownership of the SH 288 Mainlanes and Frontage Roads.

## **5. Design and Construction**

### **a. Responsibilities of the County**

- (1) Subject only to the terms of this Agreement, the County has responsibility for the design and construction of the Brazoria Project. The County is responsible for the timely development of the plans and specifications for the construction of the Project, including all required and remaining utility relocations and/or adjustments, and all costs associated therewith.
- (2) Plans and specifications developed by the County for the Brazoria Project are and shall be in accordance with the standards required by TxDOT as defined in 43 TEX. ADMIN. CODE §27.74. In the absence of applicable standards in the Code or the TxDOT design standards, the plans and specifications must be in compliance with the American Association of State Highway and Transportation Officials (“AASHTO”) standards. All plans and specifications have been and shall be developed in accordance with the design criteria for functional classification and design speed as shown on the approved ultimate schematics as prepared with the SH 288 (US 59 to CR 60) Environmental Assessment which obtained a Finding of No Significant Impact on May 23, 2013, unless modified by an environmental reevaluation or approved design deviation. The County may request a design deviation from TxDOT subject to Sections 4 and 5 of this Agreement.
- (3) Plans and specifications for the Brazoria Project must conform to the latest version of TxDOT’s Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and to the Texas Manual of Uniform Traffic Control Devices (TMUTCD). However, the Executive Director of TxDOT or designee may approve use of alternative specifications if the alternative is determined to be sufficient to ensure the quality and durability of the finished product for its intended use and the safety of the traveling public. All signing for the Brazoria Project within the State-Owned ROW shall conform to TMUTCD standards for toll/managed lane facilities.
- (4) The County shall submit to TxDOT for review and approval plans and specifications at the 30% phase for all segments of the Brazoria Project that connect to the state highway system, including overpasses, underpasses, intersections, and interchanges, in accordance with the requirements of 43 TEX. ADMIN. CODE §27.74.

- (5) The County shall submit to TxDOT for review and approval the construction plans and specifications for all segments of the Brazoria Project that connect to the state highway system, including overpasses, underpasses, intersections, and interchanges, in accordance with the requirements of 43 TEX. ADMIN. CODE §27.74. TxDOT will have 14 calendar days to review and comment should it have any issues. The County shall not advertise the project for receipt of bids or proposals until it has received approval of the construction plans and specifications from TxDOT.
- (6) The County shall be responsible for construction of the Brazoria Project in accordance with the latest version of TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, and in a manner that minimizes the impact on the operation and maintenance of the SH 288 Mainlanes and Frontage Roads. The County shall be responsible for oversight and field inspection of construction activities, including the cost for such inspections and associated testing services, to verify conformance with the plans and specifications for the Brazoria Project. TxDOT, after providing reasonable notice to the County, may inspect any work performed as part of the construction of the segments of the Brazoria Project that connect to the state highway system, including overpasses, underpasses, intersections, and interchanges, for compliance with the plans and specifications.
- (7) Field changes to the Brazoria Project which would impact operation or maintenance of the SH 288 Mainlanes and Frontage Roads shall be submitted to TxDOT for approval prior to being accomplished. Should the County wish to accept any nonconforming work which would impact operation or maintenance of the SH 288 Mainlanes and Frontage Roads, TxDOT shall be advised of the nonconforming work and shall have final approval of the decision to accept such work.
- (8) Upon completion of construction of the Brazoria Project, the County shall issue to TxDOT a Certificate of Final Completion, showing the date of final completion and certifying that the Brazoria Project has been constructed according to approved plans and specifications. At the earliest possible date thereafter, the County will deliver to TxDOT the final sets of plans and specifications (the "As-Builts").
- (9) All work and costs related to relocation, adjustment, or removal of existing utilities necessary to resolve conflicts and allow for construction of the Brazoria Project, other than those costs required to be borne by the utilities, shall be the responsibility of the County, including without limitation the identification of existing utilities and coordination with utility owners to secure relocation, adjustment, or removal of those facilities.
- (10) All utility relocations and/or adjustments shall be in accordance with

applicable state and federal laws, regulations, rules, policies, and procedures, including 43 TAC §21.31 et seq. (Utility Accommodation) and 23 CFR Chapter 1, Part 645. TxDOT acknowledges that utility relocation, adjustment, or removal activities may be undertaken on the County's behalf by its contractor, in which case the County shall be responsible for assuring that the contractor carries out all such relocation, adjustment, and removal activities in a manner consistent with applicable laws and administrative regulations.

- (11) The County will be responsible for the management of traffic and design and implementation of traffic control plans during construction in accordance with applicable laws and regulations, and will submit proposed traffic control plans and documents to TxDOT for review and approval. Traffic control plans shall provide for maintaining the same number of operating general purpose lanes as currently exists from the hours of 5:00 am to 9:00 am and from 3:00 pm to 7:00 pm on weekdays. Any proposed reduction in the number of operating general purpose lanes shall be subject to TxDOT's prior written approval.
- (12) Subject to paragraph a.(7) of this Section 5, TxDOT personnel will be permitted to review all proposed change orders, design and construction deviations, non-conformance reports, and notices of design change to the extent such changes impact operation or maintenance of the SH 288 Mainlanes and Frontage Roads. TxDOT will provide comments within fourteen (14) calendar days of receipt of such documents. If no comments are provided within that time period, it will be deemed that TxDOT has provided no comments to such instruments.

## **6. Operations and Maintenance**

### **a. Responsibilities of the County**

- (1) Subject to the terms of this Agreement, the County will be responsible for the operation and maintenance of the Brazoria Project from and after substantial completion of the Brazoria Project. The County agrees to maintain and operate the Brazoria Project in accordance with the standards and procedures TxDOT uses on state facilities to include TxDOT's Maintenance Management Manual, Maintenance Operations Manual, and Roadside Vegetation Manual; as well as in accordance with the terms of the bond indenture or other financing instrument pursuant to which bonds or other obligations payable from revenues of the Brazoria Project are issued (the "Indenture").
- (2) The County's maintenance obligation includes all routine maintenance, along with all capital maintenance and capital improvements, including, but not limited to:

- (a) Bridge repair and rehabilitation
  - (b) Pavement repair and rehabilitation
  - (c) Concrete traffic barrier repair, replacement, and rehabilitation
  - (d) Sign/lighting/stripping repair, replacement and rehabilitation
  - (e) Signal installation, repair, replacement, including coordination with cities, and
  - (f) Toll equipment repair and replacement.
- (3) The County will be responsible for the promulgation and enforcement of safety and operational standards for the Brazoria Project, including the determination, posting and enforcement of speed limits. The County will be responsible for all traffic management and safety operations on the Brazoria Project, to include:
- (a) police services
  - (b) wrecker services
  - (c) incident response
  - (d) lane closure, and
  - (e) emergency evacuation coordination.
- (4) The County will provide TxDOT a minimum fourteen (14) day advance written notice of all planned maintenance or other activity which will or may impact traffic on the SH 288 Mainlanes and Frontage Roads, which notice will include information regarding any expected lane closures. In the event of a condition requiring emergency maintenance operations, the County may perform that maintenance immediately, and shall notify TxDOT within two (2) hours or as soon as reasonably possible of the beginning of that maintenance that such emergency maintenance operations are being performed. The County shall use its best efforts to coordinate with TxDOT on the status of such emergency maintenance operations and to minimize disruption to traffic on the SH 288 Mainlanes and Frontage Roads, until all such maintenance activities are complete and the facility is fully operational.
- (5) It is understood and agreed that the operation of the Brazoria Project may by necessity be curtailed temporarily in the event of damage caused by flood, accidents or other similar causes. In that event, the County shall be responsible for repairing any damage to the Brazoria Project. The County will do everything reasonable to provide for rapid and timely repairs to

those portions which are damaged to ensure that the operation of the facility will be reinstated as soon as possible.

- (6) The County will coordinate with the Office of the Governor of Texas regarding emergency declarations or waivers of tolls on the Brazoria Project during declared emergency evacuations. Any such toll waivers during declared emergencies shall be the responsibility of the County.
- (7) The County shall operate and maintain the Brazoria Project so as to minimize impacts on the ongoing operation and maintenance of the SH 288 Mainlanes and Frontage Roads. In the event that TxDOT determines that the County's operation of the Brazoria Project materially interferes with or adversely affects the construction, maintenance, operation, and/or use of the SH 288 Mainlanes and Frontage Roads, TxDOT will consult with the County, and such modifications or remedial actions acceptable in good faith to both parties for the continued operation of the Brazoria Project will be accomplished and shall be done at the sole expense of the County.

**b. Responsibilities of TxDOT**

- (1) TxDOT will provide all routine and capital maintenance for all facilities and structures within the SH 288 Corridor other than the facilities and structures comprising the Brazoria Project.
- (2) TxDOT will provide the County with a minimum fourteen (14) day advance written notice of all planned maintenance or other activity which will or may impact traffic or revenues on the Brazoria Project, which notice will include information regarding any expected lane closures. In the event of a condition requiring emergency maintenance operations, TxDOT may perform that maintenance immediately, and shall notify the County within two (2) hours or as soon as reasonably possible of the beginning of that maintenance that such emergency maintenance operations are being performed. TxDOT shall use its best efforts to coordinate with the County on the status of such emergency maintenance operations and to minimize disruption to traffic on the SH 288 Mainlanes and Frontage Roads, and also to minimize disruption to traffic and revenues on Brazoria Project, until all such maintenance activities are complete and the facility is fully operational.
- (3) It is understood and agreed that the operation of the SH 288 Mainlanes and Frontage Roads may by necessity be curtailed temporarily in the event of damage caused by flood, accidents or other similar causes. In that event, TxDOT shall be responsible for repairing the damaged facility. TxDOT will do everything reasonable to provide for rapid and timely repairs to those portions which are damaged to ensure that the operation of the facility or facilities will be reinstated as soon as possible.

- (4) TxDOT will perform all state and federally required inspections for bridges and other structures on or along the Brazoria Project, but not including overhead toll gantries, tolling signs, and related structures and facilities, which shall be the responsibility of the County to inspect. The County agrees to provide to TxDOT access to the Brazoria Project as needed to conduct such inspections, and also to provide to TxDOT other information, materials, and assistance as needed to conduct such inspections.

## **7. Tolls and Tolling**

### **a. Toll Equipment**

- (1) The County (either itself or through its contractor) will be responsible for the installation, oversight, testing, commissioning, maintenance, and operation of the toll collection and back-office systems for the Brazoria Project, including all associated hardware and software. The County will design and construct the toll equipment on the Brazoria Project so that it will be interoperable and will accommodate existing toll interoperability agreements between TxDOT and other local agencies including the Harris County Toll Road Authority, METRO, and the Fort Bend County Toll Road Authority.

### **b. Toll Rates and Policy**

The County will set toll rates for the Brazoria Project based upon transportation studies, financing requirements, and the BCTRA Toll Rate Setting Policy.

### **c. Toll Collection**

- (1) The County will have the exclusive right at all times to enforce and collect tolls from the users of the toll lanes of the Brazoria Project, and to retain those toll revenues.
- (2) The County will be responsible for providing and managing toll collection, violation processing and collection (including all necessary enforcement proceedings), revenue handling and accounting, and customer service with respect to the Brazoria Project.

## **8. Transfer of Brazoria Project to TxDOT; Handback Requirements**

a. Section 284.008(c), Transportation Code, provides that a project will become a part of the state highway system when: (1) all of the bonds and interest on the bonds that are payable from or secured by revenues of the project have been paid by the issuer of the bonds (or another person with the consent or approval of the issuer); or (2) a sufficient amount for the payment of all bonds and the interest on the bonds to maturity has been set aside by the issuer (or another person with the consent or approval of the issuer) in a trust fund held for the benefit of the bondholders. At the time the Brazoria Project becomes part of the state highway system pursuant to Section 284.008(c) of the Code, Brazoria County and BCTRA agree to convey to TxDOT all of

their right, title, and interest in the Brazoria Project pursuant to a deed without warranty of title.

b. Prior to and in connection with the transfer of the Brazoria Project to TxDOT in accordance with Section 284.008(c), Transportation Code, Brazoria County and BCTRA agree to comply with the handback requirements as contained in Exhibit "B".

## **9. Public Information Act**

### **a. Confidentiality**

- (1) The parties understand and agree that each of them is subject to the requirements of the Public Information Act ("PIA"), and that all statements and agreements contained herein, and all future agreements entered into in furtherance of this Agreement, respecting the confidentiality of documents and other information, are subject to and limited by the requirements of the PIA. In the event that a request is made under the PIA for documents in the possession of one party which came from the other party, and the party from which the documents came contends they contain confidential and/or proprietary information, then the party possessing those documents agrees to take such steps as are reasonable and necessary, and allowed under the PIA, to protect those documents from public disclosure. The party from whom the documents originated agrees to bear the expenses incurred by the party resisting the disclosure of the documents.
- (2) Neither party shall be liable to the other for any disclosure of documents required under the PIA, notwithstanding that such disclosure may be contrary to the terms of this Agreement or the terms of any future agreement entered into in furtherance of this Agreement.

## **10. Default**

Default shall occur only in the event either party fails to comply with its respective obligations hereunder. In such event, the non-defaulting party shall give the defaulting party written notice of the condition of default. The defaulting party may cure such default within thirty (30) days from the date of receipt of notice of default; provided that if the default is of such a nature that the cure cannot with diligence be completed within such time period, and the defaulting party has commenced meaningful steps to cure promptly after receiving the notice of default, the defaulting party shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure. In the event of failure to cure such default within the time periods provided in this section, the non-defaulting party may thereafter notify the defaulting party of its intent to terminate this Agreement. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

## **11. Termination**

- a. This Agreement may be terminated upon the occurrence of any of the following conditions:

- (1) by written, mutual agreement and consent of the parties hereto;
  - (2) by either party hereto, upon the default of the other party, according to the process set forth above;
  - (3) by the County, in the event available funding is not sufficient to construct the Brazoria Project based on bids received from prospective contractors or in the event that cost of requirements for environmental mitigation, remediation or compliance are in excess of funding available to the County for the Brazoria Project and no additional funding can be secured;
  - (4) by written notice of termination from TxDOT to the County, in the event that (i) TxDOT acquires the right, pursuant to Section 228.011 of the Code (or any similar or successor statutory provision governing the relative rights of TxDOT and local entities to develop toll projects), to enter into a contract for the financing, construction, or operation of the Brazoria Project; or (ii) the Brazoria Project becomes part of the State Highway System pursuant to 284.008(c) of the Code; or
  - (5) by written notice of termination from TxDOT to the County, in the event that the County at any time cancels or abandons the Brazoria Project.
- b. Notwithstanding anything to the contrary herein, the County shall maintain, and shall have the right to operate toll facilities and collect toll revenue on the Brazoria Project, so long as the bonds or other obligations secured by toll revenue from the Brazoria Project remain outstanding.
- c. The Parties agree that the provisions of Section 8 regarding Transfer of Brazoria Project to TxDOT; Handback Requirements (including Exhibit B) and Section 9 regarding Public Information Act shall survive the termination of this Agreement.

## 12. Miscellaneous

a. **Notices.** All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or registered U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

To the County at:  
L.M. "Matt" Sebesta, Jr., P.E.  
Brazoria County Judge  
111 E. Locust, Suite 102A  
Angleton, TX 77515  
matts@brazoriacountytx.gov

With a copy to:  
Matt Hanks, J.D., P.E.  
Brazoria County Engineer  
451 N. Velasco, Suite 230

Angleton, TX 77515  
matth@brazoriacountytx.gov

To TxDOT at:

Texas Department of Transportation  
Project Finance, Debt and Strategic Contracts Division  
125 E. 11th Street  
Austin, TX 78701  
Attn: Benjamin Asher  
Email: Benjamin.Asher@txdot.gov

with a copy to:

Texas Department of Transportation  
Houston District  
P.O. Box 1386  
Houston, TX 77251  
Attn: Grady Mapes, P.E.  
Email: Grady.Mapes@txdot.gov

b. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such provision shall, to the fullest extent permitted by law, be reformed to effectuate the intention of the parties expressed in such provision. To the extent that it cannot be so reformed, that invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

c. **Insurance.** To the extent that this Agreement authorizes the County or its contractor to perform any work on TxDOT right of way, before beginning work the entity performing the work shall provide TxDOT with a fully executed copy of TxDOT's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on TxDOT right of way. This coverage shall be maintained until all work on TxDOT right of way is complete. If coverage is not maintained, all work on TxDOT right of way shall cease immediately, and TxDOT may recover damages and all costs of completing the work.

d. **Force Majeure.** Each party shall be excused from any delay in or failure of its performance hereunder, which are caused by the following:

- (1) aircraft or railroad-train incident;
- (2) acts of God, such as earthquake, tidal wave, tornado, hurricane, flood, or other cataclysmic phenomena;

- (3) terrorism;
- (4) war or other national emergency; or
- (5) any other event or occurrence beyond the reasonable control of that party.

e. **Amendments.** Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the County and TxDOT.

f. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including without limitation any successor agency to the County. TxDOT is permitted, without the consent of the County, to assign its interests in this Agreement to a successor agency or entity, which successor agency or entity exercises essentially the same rights and powers as are currently exercised by TxDOT. Other than as provided in the preceding sentence or otherwise in this Agreement, neither TxDOT nor the County shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law. Notwithstanding the preceding, TxDOT shall provide written notice of any assignment to the County.

g. **Relationship of the Parties.** Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT, Brazoria County, and/or BCTRA. Further, nothing in this Agreement, or the performance thereof by the parties, shall constitute a joint enterprise or partnership between TxDOT, Brazoria County, and/or BCTRA.

TxDOT, Brazoria County, and BCTRA agree that each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

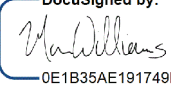
h. **Representations and Warranties.** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder; that this Agreement has been duly authorized by all necessary action of that party; and that each signatory on behalf of that party is fully authorized to bind that entity to the terms of this Agreement.

i. **Limitations.** All covenants and obligations of TxDOT and the County under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the County shall have any personal obligations or liability hereunder.

j. **Sole Benefit.** This Agreement is entered into for the sole benefit of TxDOT and the County and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the County, relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the County, or giving any benefits, rights, remedies, or claims to any other public or private person, firm, corporation or other entity.


k. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

**TEXAS DEPARTMENT OF  
TRANSPORTATION**

DocuSigned by:  
  
By: \_\_\_\_\_  
Its: Executive Director

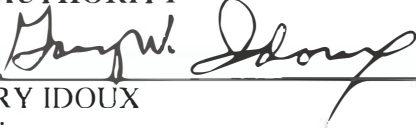
Date: 5/6/2026

**BRAZORIA COUNTY, TEXAS**

  
By: \_\_\_\_\_  
L.M. "MATT" SEBESTA, JR.  
County Judge

Date: 05/27/25

**BRAZORIA COUNTY TOLL ROAD  
AUTHORITY**

  
By: \_\_\_\_\_  
GARY IDOUX  
Chairman

Date: 5/22/25