

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into this 21st day of April, 2010, (the "Effective Date") by and between Fort Bend County Toll Road Authority (the "Authority"), and Roy Jorgensen Associates, Inc. (the "Contractor").

RECITALS

WHEREAS, the Authority has determined it is in the Authority's best interest to engage a professional service provider for the services described herein; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement, and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Authority and Contractor agree as follows:

I.

SERVICES

Section 1.01. Services. Contractor shall perform certain services (the "Services") for the Authority from time to time as approved in writing by the Board of Directors (the "Board"), and Contractor shall be compensated for such services as approved by the Board. Contractor may not deviate from approved Services without the prior written consent of the Authority. Approval of Services shall be evidenced by a written proposal or service order, which shall include the service to be performed, the location, and the fees. Currently approved proposals and service orders are attached hereto as Exhibit A. During the term of this Agreement, Contractor or Authority may recommend certain additions or changes to the Services. In such case, the additions or changes shall be submitted to the Authority for approval in the form of a new proposal or service order. When any new Services or changes to Services are approved, another Exhibit shall be added to this Agreement, signed and dated by each Party. The Exhibits added shall be sequenced in alphabetical order beginning with Exhibit B and shall be dated when approved by the Board. All fees described in the proposal or service order shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services.

II. COMPENSATION

Section 2.01. Payment for Services. Contractor shall submit a detailed monthly invoice (together with any back-up documentation requested by the Authority) indicating the Services performed for that month under the terms of this Agreement. Contractor shall submit detailed invoices to the Authority's bookkeeper, Pamela Logsdon, AVANTA Services, 5635 Northwest Central Drive, Suite 104E, Houston, Texas, 77092. Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the Authority. Interest shall not be paid on service invoices.

Contractor agrees that upon completion of work called for hereunder, it will furnish the Authority with proof, satisfactory to the Authority, that all labor, material, and equipment for which Contractor has been paid and satisfied, unless the Authority waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Authority for approval, and all undisputed amounts shall be paid to Contractor in accordance with this Section.

III. GENERAL CONDITIONS

Section 3.01. Contractor's Duties. Contractor covenants with the Authority to furnish its best skill and judgment in performing the Services for the Authority. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials, and equipment, and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 3.02. Relationship of Authority and Contractor. Contractor has been retained by the Authority for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Authority approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Authority during the term of this Agreement is that of an independent contractor. The relationship between the Authority and Contractor is not exclusive.

Section 3.03. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance to the Authority evidencing the following insurance coverage of Contractor, which coverage shall be maintained throughout the term of this Agreement. Such certificates shall contain a provision that coverages afforded under the policy will not be canceled or modified

without at least seven days prior written notice to the Authority. Renewal certificates shall be provided at least 30 days prior to the termination date of the current certificates of insurance. Certified copies of each policy shall be furnished to the Authority upon the Authority's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Authority or others. Cancellation or expiration of any of said insurance policies shall not preclude the Authority from recovery thereunder for any liability arising under this Agreement. Contractor shall obtain the following insurance from such companies having a Bests rating of B+/VII or better and licensed to transact business in the State of Texas:

- A. Workmen's Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workmen's compensation insurance is required, and no alternative forms of insurance shall be permitted.
- B. Employer's Liability Insurance Limitations with limits of not less than \$500,000.
- C. Commercial General Liability Insurance with limits not less than:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products-Completed Operations Aggregate - \$2,000,000
 - d. Personal & Advertising Injury - \$1,000,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- E. Excess Liability: \$2,000,000/\$2,000,000.

The Authority and the Authority's agents and employees shall be added as additional insured to all coverage required under this Agreement for all liability arising out of Contractor's work under this Agreement, except for worker's compensation insurance. All policies written on behalf of Contractor shall contain a waiver of subrogation in favor of the Authority and the Authority's agents and employees. In addition, all of the aforesaid policies shall be endorsed to provide that the coverage provided to the Authority as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Authority, and will not seek contribution or recovery from the Authority or such other insurance available to the Authority.

AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF

EVERY KIND OR CHARACTER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

Section 3.03. Term and Termination. Either party may terminate this Agreement at any time, upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

Section 3.04. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 3.05. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, and state rules, regulations and laws, and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Services.

Section 3.06. Safety and Health Standards. Contractor shall observe and comply with all applicable Federal, State and local health and safety laws and regulations.

Section 3.07. Inspection. The Authority and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate books, payrolls, and records satisfactory to the Authority in connection with any and all Services performed hereunder and to maintain such books, payrolls, and records for at least four years. The Authority and its duly authorized representatives shall have the right to audit such books, payrolls, and records at any reasonable time or times.

Section 3.08. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of the Project. Contractor shall transfer all manufacturer's warranties to the Authority.

Section 3.09. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Authority, which shall be granted or denied in the Authority's sole discretion.

Section 3.10. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor, except to add any future Exhibits pursuant to Section 1.01.

Section 3.11. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 3.12. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 3.13. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Authority is located.

Section 3.14. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.15. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority and Contractor and will not be construed to confer any benefit upon any other party.

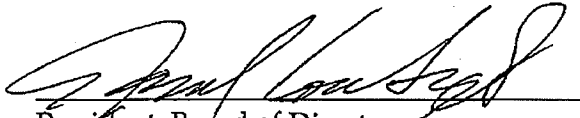
Section 3.16. Severability. The provisions of this Agreement are severable, and if any provision or party of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or

unconstitutional for any reason, the remainder of this Agreement and the application of such provision or party of this Agreement to other persons or circumstances will not be affected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

FORT BEND COUNTY TOLL ROAD
AUTHORITY



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)

ROY JORGENSEN ASSOCIATES, INC.
3735 Buckeystown Pike
Buckeystown, MD 21717

Attn: Chuck Henningsgaard
Senior Vice President

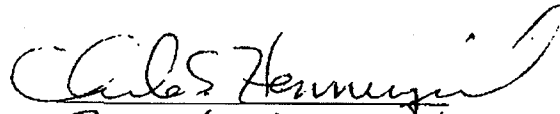
By: 
Name: C. E. Henningsgaard
Title: Senior Vice President

EXHIBIT A - Scope of Work

Table 1 - Payment Schedule

Item	Description	U/M	Qty	\$/UM	Total \$
1	Right-of-Way Mowing	Acres	94	\$46.31	\$4,353.14
2	Right-Of-Way Litter Pickup/Disposal	Acres	94	\$19.65	\$1,847.10

The quantities above are estimated and shall be determined by the Owner.

A.1 Work Requirements

A.1.1 Mowing. The Contractor shall be required to mow the Authority's toll road ROW in accordance with the following task description: *"The total number of acres from Gaston Rd. to the Fort Bend County Line is approximately 94 acres. The Contractor shall mow the entire Right-of-Way from Gaston Road to the County Line, south side of Westpark wall to the inside curb of eastbound traffic on FM 1093, back of curb plus 10 feet on south side of FM 1093, and all three detention ponds."*

The Contractor shall perform the following types of mowing:

- A. Type I (Strip Mowing) (Divided or Undivided) - all unpaved areas in the entire ROW except those areas that are designated as non-mow and/or vegetative management areas.
- B. Type II (Full-Width Mowing) (Divided or Undivided) - all unpaved areas in the entire ROW except those areas that are designated as non-mow and/or vegetative management areas.
- C. Type III (Spot and/or Safety Mowing) (Divided or Undivided) - all areas which, in the opinion of the Authority, need to be mowed but cannot be done safely with a full-width mower or to supplement Type II mowing in the vegetative management areas.

Prior to beginning operations, a meeting between the Contractor and the Authority will be arranged by the Authority. In this meeting, the Contractor shall outline the proposed mowing procedures and submit plans for performing the work while providing for the safe passage of traffic at all times. The Contractor will be expected to comply with TxDOT's Specification (Item 730- Roadside Mowing Specifications) in conjunction with any other specification stated herein. Plans, unusual conditions, methods for marking non-mow areas, and other pertinent items regarding the work will also be discussed. The Authority will determine all non-mow and vegetation management areas. The

Contractor shall adhere to the temporary traffic control signing requirements of the TxMUTCD as well as the Authority's requirements.

Mowers shall be adjusted for a cutting height of approximately five (5) inches, unless otherwise dictated by the Authority. Mowing will not be permitted when, in the opinion of the Authority, soil and weather conditions are such that the ROW would be damaged. Any one area shall be completed, including mowing and trimming, and landscaping, before the Contractor may begin mowing another area. Equipment shall not be left within fifty (50) feet of the travel lane during non-working hours. Working hours for ROW mowing will be from 8:00 am to 5:00 pm (Sunday through Saturday).

The Contractor shall mow as close as practicable to all fixed objects, exercising extreme care not to damage trees, plants, shrubs, delineators, or other appurtenances which are part of the facility. Hand-trimming around such objects which are part of the highway facility will be required. Type II mowing operations shall be conducted so as to avoid clearing or removing stands of wildflowers before the seeds have matured. Wild flower areas, if any, shall be identified with respective signing.

The Contractor shall furnish all labor, supervision, mowers, hand trimmers, tools, equipment, safety vests, and transportation to and from the work area, and all other safety materials or devices necessary to perform the work in a safe and orderly manner. The Contractor shall use rotary mowers for all mowing of ROW except one sickle mower may be used to mow around bridges, culverts, sign posts, mailboxes, delineators, flex beam guardrails, etc., as directed by the Authority. Other types of grass-cutting equipment may be used provided they have been approved by the Authority prior to use. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under the mower. Chains shall be a minimum of 3/8-inch in size and shall have links spaced side by side around the mower's front and sides and long enough to drag the ground at all times. On the rear of the mower, the length of the chains shall be as directed by the Authority. Maximum cutting widths for rigid-frame rotary mowers shall be one hundred and eight (108) inches. Hinged or batwing mower cutting widths shall be approved by the Authority. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times. All equipment will be approved by the Authority. The number and size of mowers which shall be required to be in operation will be approved by the Authority prior to beginning work.

The Contractor shall begin mowing within fourteen (14) calendar days after the date of written notice to begin work and shall continuously prosecute same with such diligence as will enable the Contractor to complete the work in a satisfactory manner.

The unit of measurement for mowing will be in acres as listed in Table 1 - Payment Schedule located in section A.1.4. The mowing will be performed on a cycle and the Contractor shall complete a minimum of 10 cycles of mowing per year.

A.1.2 Litter Pickup. The Contractor shall be required to pick up and properly dispose of all litter discarded onto the highway ROW (excluding the paved roadway surface, paved shoulders, and paved medians) in accordance TxDOT's Specification (Item 734-Litter removal) in conjunction with any other specification stated herein.

Prior to beginning operations, a meeting between the Contractor and the Authority will be arranged by the Authority. In this meeting, the Contractor shall outline the proposed litter pickup and disposal procedures and submit plans for performing the work while providing for the safe passage of traffic at all times. The Contractor shall adhere to the temporary traffic control signing requirements of the TxMUTCD as well as the Authority's requirements. Any maintenance activities that require lane closures shall be scheduled in advance with the Authority prior to performing the work (Reference section 3.1.2 for standard traffic control requirements). All traffic control required to perform the specified work defined herein shall not be paid for directly and are considered incidental costs and included in Table 1 - Payment Schedule.

The Contractor shall furnish all labor, supervision, tools, equipment, trucks, hard hats, safety vests, transportation to and from the work area, and all other safety materials or devices necessary to perform the work in a safe and orderly manner.

The Contractor shall be required to pick up and remove all litter, as defined in Section 3.1.1 and TxDOT's specification 734, from the highway ROW. Particular attention must be given to ramp locations where the accumulation of litter concentrates along fences and concrete structures which require the use of handheld rakes.

The accumulated litter must be properly contained during transit and properly disposed of by the Contractor, at locations provided by the Contractor, which are outside the highway ROW.

Once work has started on a tract, the Contractor shall proceed in an expeditious manner satisfactory to the Authority until all work is satisfactorily completed on that tract. The date for each litter pickup and disposal cycle will be determined by the Authority. The Contractor will be allowed four (4) calendar days to begin operations on a work cycle after written notice to begin work. The Contractor shall notify the Authority at least twenty-four (24) hours prior to commencing work on any cycle.

The unit of measurement for pickup and disposal of litter will be in acres as listed in Table 1 - Payment Schedule. The litter pickup and disposal will be performed on a cycle and is defined as the satisfactory removal and proper disposal of litter from the

ROW within the limits specified. The Contractor shall complete 12 cycles of litter pickup per year.