



November 16, 2011

Webber LLC  
Attn: Ivan Svec, South Texas Area Manager  
14333 Chrisman Road  
Houston, Texas 77039

Dear Mr. Svec:

The Fort Bend County Toll Road Authority (the "Authority") received your request for a temporary office site on property owned by the Authority. Webber LLC ("Webber") has provided us with the following facts: (1) Webber was the successful bidder on the Harris County Toll Road Authority No. 330 Project (the "Project"), the widening of the Sam Houston Tollway; (2) Webber intends to set up a temporary office site (not a concrete plant or pug mill) under the Fort Bend Parkway overpass, on the plot of land shown in **Exhibit A**, just south of the Sam Houston Tollway for construction management office space (the "Temporary Office Site"); and (3) Webber intends to fence the Temporary Office Site during its use and access it via Hillcroft Avenue.


The Authority is willing to grant Webber the use of the Temporary Office Site during the course of the Project, but in no event later than 24 months from the date of this Letter Agreement, subject to Webber complying with the following conditions:

- (1) The Temporary Office Site is restored to the same or better condition upon the completion of the Project.
- (2) The Temporary Office Site is fenced during its use, as shown on **Exhibit A**, and accessed only via Hillcroft Avenue;
- (3) Before commencing use of the Temporary Office Site, Webber must provide the Authority with a certificate of general liability insurance, which names the Authority and its agents as additional insureds and must contain a waiver of subrogation in favor of the Authority and the Authority's agents. In addition, the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the Authority, and without rights of contribution or recovery against the Authority or from any such other insurance available to the Authority.

(4) WEBBER SHALL INDEMNIFY, AND HOLD HARMLESS THE AUTHORITY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION WITH THE USE OF THE TEMPORARY OFFICE SITE, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY WEBBER OR ANY OF WEBBER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, REPRESENTATIVES, OR GUESTS, OR BY ANY THIRD PARTY, BUT ONLY TO THE EXTENT BASED UPON, OR IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, THE NEGLIGENT ACTS, ERRORS OR, OMISSIONS, OR MISCONDUCT OF WEBBER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, REPRESENTATIVES, OR GUESTS.

If such conditions are acceptable to Webber, please execute this Letter Agreement as indicated below.

FORT BEND COUNTY TOLL ROAD  
AUTHORITY

By: 

Name: James D. Condrey


Title: Chairman

AGREED TO AND ACCEPTED NOVEMBER 10, 2011:

**WEBBER LLC**

By:   
Name: JASON ESPARZA  
Title: PROJECT MANAGER

ATTEST:

By:   
Name: CHRIS SULLIVAN  
Title: PROJECT ENGINEER

**EXHIBIT A**  
**TEMPORARY OFFICE SITE**

Webber Proposed Yard #2



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