



16555 Southwest Freeway | Suite 200 | Sugar Land, TX 77479 | 281.500.6050

February 19, 2014

Board of Directors  
Fort Bend County Toll Road Authority  
P.O. Box 2789  
Sugar Land, TX 77489-2789

Dear Board of Directors:

This letter, when accepted by you, will constitute our agreement to serve as general counsel to Fort Bend County Toll Road Authority (the "Authority") in connection with the design, construction, and operations of the Authority and its toll road projects. We appreciate the opportunity to represent the Authority as general counsel. Our experience has been that it is mutually beneficial to set forth the role and responsibilities of the Firm and the client.

#### CLIENT

The client for this engagement is the Authority through its Board of Directors. Absent an express agreement to the contrary, the client does not include any affiliates of such person or entity (e.g., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct.

#### SCOPE OF ENGAGEMENT

##### I. General Counsel Services

We will serve as general counsel for the Authority. We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing. Our work in connection with this representation will include, but will not be limited to, the following:

A. Board Meetings and Records

- Schedule meeting date and confirm availability of Board members.
- Confer with the Board members and consultants on agenda items.
- Prepare and post agendas in accordance with Texas Open Meetings Act.
- Copy and distribute appropriate documents to the Board in preparation for monthly meetings.
- Attend monthly Board meetings with appropriate attorneys and legal assistants.
- Prepare minutes of each Board meeting and distribute to Board for approval.
- Copy and distribute appropriate documents to the Board and interested parties following Board meetings.
- Maintain Authority files in order to comply with the Records Management Act.
- It is anticipated that the Board will normally meet once a month; however, as construction activity accelerates, more meetings might be possible.

B. Right-of-Way Acquisition

- Right-of-way acquisition services include meeting with the GEC and the design engineers to finalize appropriate right-of-way.
- Review of title information on each of the designated tracts.
- Negotiation with appraisers for appraisal services.
- Review of appraisals.
- Submission to the Authority's Board for official offers for right-of-way.
- Correspondence, meetings and negotiations with the affected landowners for purchase of right-of-way.

- Preparation of appropriate contracts for purchase of right-of-way.
- Preparation of closing documents and closings with appropriate title insurance documentation and recording of instruments.
- We anticipate that you will engage specialized condemnation attorneys as necessary to handle the following:
- Preparation and filing of appropriate condemnation suits, if required.
- Preparing for and presenting evidence at Special Commissioners' Hearings.
- Preparation of appropriate judgments or other motions.
- Jury trial, if necessary, to resolve the value of property taken.

#### C. Additional Services

The following services will be rendered when needed and requested by the Board.

1. Negotiation and preparation of contracts with various consultants for the Authority.
  - Negotiation and preparation of contracts with general consulting engineers, design engineers, financial advisors, market analysis and other vendors on an as-needed basis for undertaking the project.
2. Negotiations with and preparation of agreements with political subdivisions.
  - This service includes negotiations and preparation of documents with Fort Bend County, Fort Bend Grand Parkway Toll Road Authority, Harris County Toll Road Authority, Texas Department of Transportation for necessary agreements for the design, approvals, cost-sharing and implementation of the projects.
3. Feasibility Studies
  - Assistance in preparing and drafting of feasibility studies for Authority projects to combine the engineering, traffic and revenue projections and financial advisory reports into a brief and concise report for Commissioners Court and other interested parties.
  - Briefing and meetings with Fort Bend Commissioners Court to review

and authorize appropriate action.

4. Interim Financing

- Preparation of agreements with Fort Bend County, Fort Bend Grand Parkway Toll Road Authority, Harris County Toll Road Authority and other interested parties for the advance of funds for preliminary feasibility and pre-construction activities.

5. Construction Services

- Coordinate with engineer, environmental, and other consultants regarding environmental and permitting issues, including possible archeological and wetlands issues.
- Assist in applications to U. S. Army Corps of Engineers, Texas Commission on Environmental Quality, Texas Department of Transportation, and all other state and federal regulatory agencies to obtain all required permits and approvals.
- Negotiate and draft pipeline relocation agreements.
- Negotiate and draft oil well plugging and relocation agreements.
- Review, revise and approve construction contracts, if requested.
- Review payment and performance bonds, if requested.
- Represent the Authority in any contractual disputes with construction contractors.

6. Toll Operations

- Negotiate operating agreements with various vendors and other agencies.
- Advise on any matters related to operations such as insurance, potential liability, etc.

7. Coordination with Other Attorneys

From time to time, the Authority may require the services of other attorneys in areas of expertise not provided by the Firm, such as condemnation, tax, litigation, environmental regulation, labor law or other specialties. The Firm will coordinate the activities of such outside attorneys as requested by the Authority to promote the

orderly provision of legal services to the Authority. We anticipate that we will work with these condemnation attorneys to coordinate case information, case management and reports to the Authority on the progress of these cases.

#### FEES AND CHARGES

Our fees related to these services are based on hourly rates and will be based on the time spent by the lawyers, paralegals, and administrative personnel who work on the matter. Billing rates for our attorneys vary according to the experience of the individuals. In an effort to reduce overall legal costs, we utilize paralegal and administrative assistant personnel whenever appropriate. Any service performed by special project assistants or support staff will be billed at an hourly rate consistent with the rates charged similar authorities for similar services. Fees for the additional services described herein will be billed from time to time as the work is performed or at such regular intervals, not to exceed 30 days, as the Board may direct.

The fees ultimately charged may be increased from time to time based upon a number of factors, such as the value of the services we render, the degree of experience we have in performing our services, our efficiency in handling your matter, the size of the matter, and the results we achieve.

We do not individually charge the costs associated with copies, faxes, etc. However, there may be other third party charges for items incident to the performance of our legal services, such as messenger and delivery services, title reports, etc. The Firm will charge actual costs of the services.

All fees and expenses will be reviewed and approved by the Board of Directors with such technical and advisory services as the Board may determine. Unless special arrangements are otherwise made, fees and expenses of others will be the responsibility of, and billed directly to, the client. Further, all invoices in excess of \$500 will be forwarded to the client for direct payment.

#### TERMINATION

Either party may terminate this agreement at any time, and we would expect to be paid all hourly fees and expenses incurred to the date of termination and thereafter as reasonably necessary for the orderly transition of your representation.

Upon termination of this agreement, we will transfer all your documents and files (whether paper or electronic) to you or your designee, all in accordance with our professional obligations. We will return those documents to you promptly after our receipt of payment for outstanding fees and charges. We may copy and retain any of your files, at our expense.

### GENERAL UNDERSTANDINGS

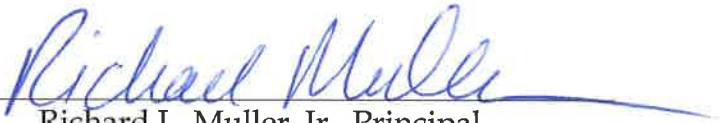
To enable us to render effectively the legal services contemplated, the Authority has agreed to disclose fully and accurately all facts and keep us informed of all developments relating to our representation. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us. To the extent it is necessary for the Authority's representatives to attend meetings in connection with this matter, we will attempt to schedule them so that the convenience of those representatives can be served.

We are pleased to have this opportunity to be of service and to work with you. If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing and returning the enclosed copy of this letter in the space provided below.


Please contact me if you have any questions.

Very truly yours,

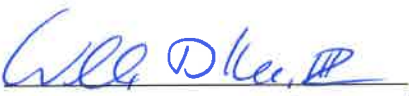
**THE MULLER LAW GROUP,**  
a Texas Professional Corporation

By:   
Richard L. Muller, Jr., Principal

Approved and accepted by the Board of Directors of the FORT BEND COUNTY  
TOLL ROAD AUTHORITY.

By:   
Jim Condrey, Chairperson

ATTEST:

By:   
~~Charles Rencher~~, Assistant Secretary  
William D. Kee, III

