

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER AUTHORIZING SETTLEMENT OF CLAIM

On this 6 day of April, 2010, the Commissioners Court of Fort Bend County, Texas, being convened at a regular meeting of the Court, sitting as the governing body of Fort Bend County, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried,

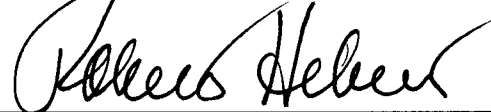
IT IS HEREBY ORDERED that:

The County Attorney is hereby authorized to negotiate the complete terms and provisions for the full and final settlement of acquisition of Parcel No. 16 from Hunt Club Apartments Investors, L.P.

The County Judge is hereby authorized to execute and deliver the settlement agreement recommended for approval by the County Attorney in the above referenced case, and to approve such terms and provisions for the full and final settlement of all claims set forth therein.

However, such settlement shall never be construed as any admission of liability on the part of FORT BEND COUNTY and/or its successors, assigns, and insurers, or its officers and employees, and/or its, his, her, or their agents, servants, successors, assigns, insurers, heirs, executors, administrators, or other persons, firms, corporations, associations or partnerships, by whom any alleged liability is expressly denied, since said settlement is in compromise of doubtful and disputed claims.

FORT BEND COUNTY



Robert E. Hebert, County Judge
6-8-2010

ATTEST:



Dianne Wilson, County Clerk

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE

This Compromise Settlement Agreement and Release (the "Agreement") is by and between Fort Bend County ("Fort Bend") and Chiang Patel & Yerby, Inc., Fox and Bubela, Inc, Property Acquisition Services, Inc., Schaumburg & Polk, Inc. and TSC Surveying Company, dba GeoSurv ("Defendants").

Fort Bend and Defendants enter into this Agreement for the purpose and with the intent to resolve all claims, causes of action and controversies, known or unknown, in contract or in tort, among them, including without limitation, all claims asserted or which could have been asserted arising from the purchase of Parcel 16 of the Katy Flewellen Road Widening Project (Hunt Club Apartments).

1. Defendants agree to pay to the order of Fort Bend the sum of Thirty Six Thousand Five hundred Seventy Nine Dollars and 60/100 (\$36,579.60) the "Payments" in consideration for the covenants made herein, such sum to be paid upon execution of this Agreement. Each Defendant shall pay to Fort Bend County the following amounts:

A)	Chiang Patel & Yerby, Inc.	\$5,573.52
B)	Fox & Bubela, Inc.	\$9,815.92
C)	Property Acquisition Services	\$9,815.92
D)	Schaumburg & Polk, Inc	\$4,187.12
E)	TSC Surveying Company d/b/a GeoSurv	\$7,187.12

2. Fort Bend, in consideration of the Payment of such sum by each Defendant, shall release each Defendant, their officers, directors, representatives, agents, attorneys, employees, subsidiaries, affiliates and related companies, shareholders, predecessors, successors and assigns.

3. In further consideration of the Payment by Defendants to Fort Bend, Fort Bend agrees and, for itself, its attorneys, representatives, agents, employees, heirs, successors and assigns, does hereby release and forever discharge and covenant to hold harmless Defendants, and their officers, directors, representatives, agents, attorneys, employees, subsidiaries, affiliates and related companies, shareholders predecessors, successors and assigns, from any and all claims, demands damages, costs, liabilities, losses, expenses, compensation, reimbursements, actions, rights and causes of action of whatsoever kind and nature arising out of, or in connection with, the incident, herein, and the consequences thereof, both known and unknown, foreseen and unforeseen, which it may now or hereafter have against Defendants arising out of the incident.

4. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof shall be binding upon and inure to the benefit of the undersigned parties and their respective officers, directors, representatives, agents, attorneys, employees, subsidiaries, affiliates and related companies, shareholders, predecessors, successors, assigns and others claiming by and through them.

5. This Agreement constitutes the entire understanding of the parties, and supersedes all prior understandings and agreements, if any among such parties with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, concerning the subject matter of this Agreement which are not fully expressed or incorporated by reference herein.

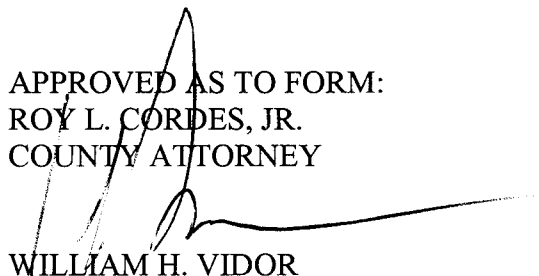
6. It is expressly agreed by the parties that execution of this Agreement or Payment of the consideration thereunder is in no way an admission of liability of fault, but is a compromise settlement agreement of disputed claims made by Fort Bend where

Defendants are forever buying their peace. The total amount of consideration recited herein is accepted by Fort Bend in full satisfaction of all damages which have accrued or may ever accrue to Fort Bend directly or indirectly, out of or in connection with the incidents which have been made or could have been made the basis of the claim. This agreement shall not be admissible in evidence in any action, cause or administrative proceeding as an admission of liability by any of the undersigned parties.

7. The Defendants hereto each acknowledge that they have read and understood this Agreement and have fully and voluntarily entered into and either obtained the advise of counsel or had the opportunity to obtain the advice of counsel before signing this Agreement. Fort Bend acknowledges that it has read this Agreement, has obtained advice of counsel, and fully understands all of the terms and executed the Agreement voluntarily with knowledge of its legal significance.

IN WITNESS HEREOF, the parties have caused this Agreement to be duly executed as of the date set forth below.

APPROVED AS TO FORM:
ROY L. CORDES, JR.
COUNTY ATTORNEY


WILLIAM H. VIDOR
Assistant County Attorney
SBN: 20579200
301 Jackson Street, Suite 728
Richmond, Texas 77469
(281) 341-4555
(281) 341-4557 – Facsimile
ATTORNEYS FOR FORT BEND COUNTY

FORT BEND COUNTY, TEXAS

By: 

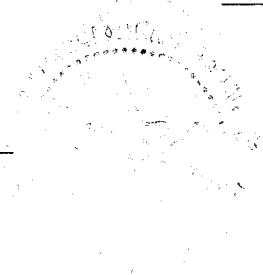
Name: Robert E. Hebert

Title: County Judge

Date: 6-8-2010

ATTEST: 

Dianne Wilson, County Clerk



CHIANG PATEL & YERBY, INC.

By: David Hays

Name: DAVID HAYS

Title: CFO

Date: 6/2/2010

FOX & BUBELA, INC.

By: John E. Fox

Name: JOHN E. FOX

Title: President

Date: 4/23/10

PROPERTY ACQUISITION SERVICES

By:

Mark Heidiker

Name:

Mark Heidiker

Title:

President

Date:

4-22-10

SCHAUMBURG & POLK, INC.

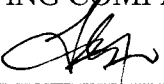
By: 

Name: Jeff T. Cannon

Title: Vice President

Date: 4/20/2010

TSC SURVEYING COMPANY DBA GEOSURV

By: 

Name: Terry Cheng

Title: President

Date: May 6, 2010