

# ALLEN BOONE HUMPHRIES ROBINSON LLP

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4-22-10  
AGENDA ITEM #28

Direct Line: (713) 860-6430  
Direct Fax: (713) 860-6630

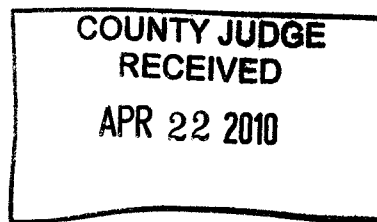
jcherne@abhr.com

Justine M. Cherne  
Legal Assistant

April 22, 2010

***By Messenger Delivery***

Ms. Ann Werlein  
Fort Bend County Judge's Office  
301 Jackson, Suite 719  
Richmond, TX 77469



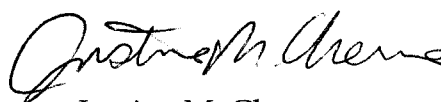
Re: Fort Bend County Toll Road Authority (the "FBCTRA")

Dear Ms. Werlein:

Enclosed for execution by the Fort Bend County Judge, the Fort Bend County Clerk, and the Fort Bend County Attorney are three (3) original Settlement Agreements and Limited Mutual Releases for each of the following engineering companies: AECOM USA, Inc., dba AECOM USA Group, Inc., Dannenbaum Engineering Corporation, and LJA Engineering & Surveying, Inc. Please return to me two (2) originals of each of the executed agreements for distribution to the FBCTRA's files and the engineering companies.

Thank you for your assistance with this matter.

Sincerely,



Justine M. Cherne  
Legal Assistant

Talked with  
Jesse & Rich  
Muller  
approved  
ask to  
form.  
JPC  
5/11/2010

Enclosures

## SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE (the "Agreement") is made effective as of ~~February~~ April 21, 2010 ("Effective Date"), among **Fort Bend County, Texas** ("County"), including all of the County's predecessors, successors, assigns, agents and employees, **Fort Bend County Toll Road Authority** ("Authority"), including all of the Authority's predecessors, successors, assigns, officers, attorneys, directors, agents, employees, board members, and administrators, and **LJA Engineering & Surveying, Inc.**, ("Engineer"), including all of Engineer's predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, stock holders, attorneys, directors, agents, employees, and administrators. (Engineer, County, and the Authority may be referred to collectively as "Parties" and individually as a "Party.")

### RECITALS

WHEREAS, the County and the Authority believe that the design and construction of the entrance and exit ramps ("Ramps") at the intersection of the Fort Bend Parkway Toll Road and Lake Olympia Boulevard result in unacceptable levels of flooding ("Dispute"); and

WHEREAS, Engineer denies the allegations of the County and the Authority; and

WHEREAS, to avoid the expense, inconvenience and uncertainty of litigation and to buy peace, the Parties wish to compromise and settle the Dispute; and

WHEREAS, the Parties do not wish or intend this Agreement to be an admission of liability by any of them concerning any matter whatsoever.

## CONSIDERATION

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Engineer, the County and the Authority, the Parties agree as follows:

## AGREEMENT

1. Engineer shall pay the County the total sum of \$40,000 ("Payment"), which shall be in the form of a cashier's check made payable to the Authority, and delivered to the Authority on or before April 15, 2010. Engineer's failure to make the Payment timely and in full shall be a material breach of this Agreement and shall render the Authority's and the County's releases pursuant to Paragraph 3 below null and void.

2. Each Party hereby releases, acquits, and forever discharges the others, including the released Parties' predecessors, successors, assigns, current and former parent companies, subsidiaries, affiliates, divisions, agents, directors, officers, employees, representatives, attorneys and insurers, from any and all claims, causes of action, suits, demands, charges, disputes, matters, controversies, liability, accrued or to accrue in the future, known or unknown, relating to, arising out of, or in any way connected with the Dispute. Provided, however, that nothing herein shall be construed (i) to release Engineer or the Authority from their respective obligations under that certain Engineering Services Agreement between those Parties, dated February 2002, and the supplement thereto dated March 2003 for any other design defects (collectively, "Services Agreement") and/or (ii) to release any Party from any obligation under this Agreement. No Party admits liability to any other or to any person(s) not a party to this Agreement. This release is expressly

limited to claims arising from the Dispute as set forth herein and does not include any other work of Engineer for the County or the Authority.

3. Neither the Authority nor the County waives any protections of sovereign immunity and no portion or provision of this Agreement shall be interpreted as a waiver of sovereign immunity by either.

4. In addition, Engineer hereby releases, acquits, and forever discharges Dannenbaum Engineering and AECOM USA, Inc. dba AECOM USA Group, Inc. and their predecessors, successors, assigns, current and former parent companies, subsidiaries, affiliates, divisions, agents, directors, officers, employees, representatives, attorneys and insurers, from any and all claims, causes of action, suits, demands, charges, disputes, matters, controversies, liability, accrued or to accrue in the future, known or unknown, relating to, arising out of, or in any way connected with the Dispute. No Party admits liability to any other or to any person(s) not a party to this Agreement. This release is expressly limited to claims arising from the Dispute as set forth herein and does not include any other work by a released party for the County or the Authority.

5. Subject to the terms contained herein, each Party will be fully responsible for its own costs and expenses, including attorneys' fees, related to this Agreement.

6. This Agreement is to be construed, interpreted, and enforced under the laws of the State of Texas. Any action or proceeding brought to enforce any provision of this Agreement shall be brought only in Fort Bend County, Texas.

7. If any provision(s) of this Agreement is/are held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, and, to the extent possible without violating the

Parties' intent as expressed herein, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. It is not the Parties' intent to specify (and this Agreement shall not be considered as specifying) any exclusive remedy, and in the event any Party violates this Agreement, the non-violating Parties shall be entitled to all remedies available at law and in equity, cumulatively and without limitation, including injunctive relief.

9. This Agreement may be signed in separate counterparts by facsimile, each of which shall constitute an original. The Parties agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out their intent as expressed in this Agreement.

10. This Agreement is the entire agreement among the Parties with respect to the subject matter hereof and, as to such matters, this Agreement sets forth all the promises and agreements among the Parties and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, expressed or implied, oral or written.

11. No modifications, amendments, or changes to this Agreement shall be valid unless in writing and signed by the Party against which the change will be enforced. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. No waiver of any breach or default by any Party of any term, covenant, condition, or liability hereunder, or of performance by any other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

12. It is understood and agreed that this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. This Agreement shall inure only to the benefit of the Parties. No person or entity not a party to this Agreement shall be considered, in any form or manner, a third-party beneficiary of this Agreement.

13. Each Party enters this Agreement without duress and for sufficient consideration. Each Party warrants that it has discussed this Agreement and its content and effect with its counsel or other person(s) of its choice (collectively "Advisor"), that its Advisor has advised it about the content and effect, and that it has had adequate opportunity to discuss the Agreement and its effect with its Advisor. The Parties further acknowledge that each, through its Advisor, negotiated the terms of this Agreement and participated in its drafting, and agree that no provision hereof shall be construed against one Party more than the others on the basis that drafting was not shared.

14. Each signatory warrants that s/he is legally competent to execute this Agreement, individually and in his/her representative capacity, and that s/he has the authority to bind the Party for which s/he signs.

15. It is fully understood by the Parties that the terms of this Agreement, including the Recitals, are contractual, that the Agreement is made in compromise, resolution, and settlement of disputed claims arising from the engineering of the Ramps, that such compromise, resolution, and settlement and this Agreement shall not be taken as an admission of liability of any kind or character by any Party, and that such liability is expressly denied by each Party. This Agreement shall not be admissible in any proceeding as an admission of liability by any Party.

16. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable legal requirements.

17. In the event any suit or proceeding is filed between the Parties to enforce or interpret the terms of this Agreement, or concerning the subject matter of this Agreement, the prevailing Party(ies) shall recover from the non-prevailing Party(ies) its reasonable and necessary attorney's fees, expert witness fees, and all other reasonable costs and expenses incurred in resolving the suit or proceeding.

18. The address for the Authority for all purposes under this Agreement and for all notices herein shall be as follows until written notice of change from a Party:

Fort Bend County Toll Road Authority  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attention: Mr. Richard L. Muller

The address for the Engineer for all purposes under this Agreement and for all notices herein shall be:

LJA Engineering & Surveying, Inc.  
2929 Briarpark Drive, Suite 600  
Houston, TX 77042-3703  
Attention: Mr. Calvin T. Ladner, P.E.

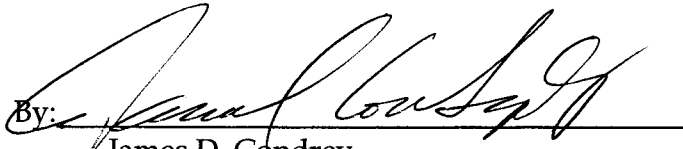
The address for the County for all purposes under this Agreement and for all notices herein shall be:


Fort Bend County  
301 Jackson Street, Suite 719  
Richmond, Texas 77469  
Attention: The Honorable Robert Hebert

[EXECUTION PAGES FOLLOW]

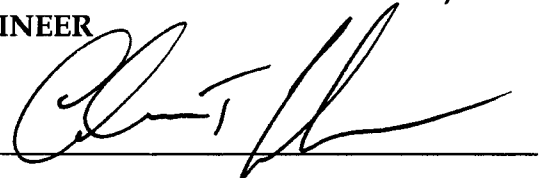
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 21st day of ~~February~~, April, 2010.

**FORT BEND COUNTY TOLL ROAD  
AUTHORITY**, a local government Texas  
corporation

By:   
James D. Condrey  
Chairman, Board of Directors

ATTEST:   
By: \_\_\_\_\_  
Charles Rencher  
Secretary, Board of Directors


**LJA ENGINEERING & SURVEYING, INC.  
ENGINEER**

By:   
\_\_\_\_\_

Name: Calvin T. Ladner, PE


Title: President

FORT BEND COUNTY, TEXAS

By:   
Robert Hebert  
County Judge


5-18-2010

ATTEST:

By:   
Dianne Wilson  
County Clerk



APPROVED AS TO FORM:

  
County Attorney

**SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE**

THIS SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE (the "Agreement") is made effective as of April 21, 2010 ("Effective Date"), among **Fort Bend County, Texas** ("County"), including all of the County's predecessors, successors, assigns, agents and employees, **Fort Bend County Toll Road Authority** ("Authority"), including all of the Authority's predecessors, successors, assigns, officers, attorneys, directors, agents, employees, board members, and administrators, and **Dannenbaum Engineering Corporation** ("Engineer"), including all of Engineer's predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, stock holders, attorneys, directors, agents, employees, and administrators. (Engineer, County, and the Authority may be referred to collectively as "Parties" and individually as a "Party.")

**RECITALS**

WHEREAS, the County and the Authority believe that the design and construction of the entrance and exit ramps ("Ramps") at the intersection of the Fort Bend Parkway Toll Road and Lake Olympia Boulevard result in unacceptable levels of flooding ("Dispute"); and

WHEREAS, Engineer denies the allegations of the County and the Authority; and

WHEREAS, to avoid the expense, inconvenience and uncertainty of litigation and to buy peace, the Parties wish to compromise and settle the Dispute; and

WHEREAS, the Parties do not wish or intend this Agreement to be an admission of liability by any of them concerning any matter whatsoever.

## CONSIDERATION

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Engineer, the County and the Authority, the Parties agree as follows:

## AGREEMENT

1. Engineer shall pay the County the total sum of \$165,000 ("Payment"), which shall be in the form of a cashier's check made payable to the Authority, and delivered to the Authority on or before May 15, 2010. Engineer's failure to make the Payment timely and in full shall be a material breach of this Agreement and shall render the Authority's and the County's releases pursuant to Paragraph 3 below null and void.

2. Engineer shall provide, at no cost to the County or the Authority, plans and specifications to reconstruct the Ramps thereby reducing the frequency at which flooding occurs to a level acceptable to both the County and Authority which level will be agreed upon in writing upon plan approval. Acceptance by the County and Authority will be deemed to have taken place when the corrective design has been reviewed and accepted by Dannenbaum, AECOM, LJA as well as the Authority and its consultants and any governmental authorities required to review and approve such design. No amounts other than those paid prior to the Effective Date will be paid by the County or the Authority to Engineer for any services rendered which in any way relate to the Ramps or to any matter at issue in the Dispute, whether for original engineering services, for engineering services rendered in redesigning the Ramps, or otherwise. Engineer's insistence upon further payments from the County or the Authority for the Ramps or for any matter at issue in the

Dispute shall be a material breach of this Agreement and shall render null and void the releases by the County and the Authority pursuant to Paragraph 3 below.

3. Each Party hereby releases, acquits, and forever discharges the others, including the released Parties' predecessors, successors, assigns, current and former parent companies, subsidiaries, affiliates, divisions, agents, directors, officers, employees, representatives, attorneys and insurers, from any and all claims, causes of action, suits, demands, charges, disputes, matters, controversies, liability, accrued or to accrue in the future, known or unknown, relating to, arising out of, or in any way connected with the Dispute. Provided, however, that nothing herein shall be construed (i) to release Engineer or the Authority from their respective obligations under that certain Engineering Services Agreement between those Parties, dated February 2002, and the supplement thereto dated March 2003 for any alleged design defects other than the one that is the subject of this dispute (collectively, "Services Agreement") and/or (ii) to release any Party from any obligation under this Agreement. No Party admits liability to any other or to any person(s) not a party to this Agreement. This release is expressly limited to claims arising from the Dispute as set forth herein and does not include any other work of Engineer for the County or the Authority.

4. In addition, Engineer hereby releases, acquits, and forever discharges LJA Engineering and Surveying, Inc. and AECOM USA, Inc. dba AECOM USA Group, Inc. and their predecessors, successors, assigns, current and former parent companies, subsidiaries, affiliates, divisions, agents, directors, officers, employees, representatives, attorneys and insurers, from any and all claims, causes of action, suits, demands, charges, disputes, matters, controversies, liability, accrued or to accrue in the future, known or unknown, relating to, arising out of, or in any way connected with the Dispute. No Party admits

liability to any other or to any person(s) not a party to this Agreement. This release is expressly limited to claims arising from the Dispute as set forth herein and does not include any other work by a released party for the County or the Authority.

5. Neither the Authority nor the County waives any protections of sovereign immunity and no portion or provision of this Agreement shall be interpreted as a waiver of sovereign immunity by either.

6. Engineer's design of and plans and specifications for the reconstruction of the Ramps will be governed in accordance with the Services Agreement.

7. Subject to the terms contained herein, each Party will be fully responsible for its own costs and expenses, including attorneys' fees, related to this Agreement.

8. This Agreement is to be construed, interpreted, and enforced under the laws of the State of Texas. Any action or proceeding brought to enforce any provision of this Agreement shall be brought only in Fort Bend County, Texas.

9. If any provision(s) of this Agreement is/are held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, and, to the extent possible without violating the Parties' intent as expressed herein, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10. It is not the Parties' intent to specify (and this Agreement shall not be considered as specifying) any exclusive remedy, and in the event any Party violates this Agreement, the non-violating Parties shall be entitled to all remedies available at law and in equity, cumulatively and without limitation, including injunctive relief.

11. This Agreement may be signed in separate counterparts by facsimile, each of which shall constitute an original. The Parties agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out their intent as expressed in this Agreement.

12. Attachment A is a letter dated April 21, 2010 from James D. Condrey, and it is incorporated as part of this agreement as if fully set forth herein. This Agreement is the entire agreement among the Parties with respect to the subject matter hereof and, as to such matters, this Agreement sets forth all the promises and agreements among the Parties and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, expressed or implied, oral or written.

13. No modifications, amendments, or changes to this Agreement shall be valid unless in writing and signed by the Party against which the change will be enforced. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. No waiver of any breach or default by any Party of any term, covenant, condition, or liability hereunder, or of performance by any other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

14. It is understood and agreed that this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. This Agreement shall inure only to the benefit of the Parties and those persons and entities listed in paragraph 3. No person or entity not a party to this Agreement shall be considered, in any form or manner, a third-party beneficiary of this Agreement.

15. Each Party enters this Agreement without duress and for sufficient consideration. Each Party warrants that it has discussed this Agreement and its content and effect with its counsel or other person(s) of its choice (collectively "Advisor"), that its Advisor has advised it about the content and effect, and that it has had adequate opportunity to discuss the Agreement and its effect with its Advisor. The Parties further acknowledge that each, through its Advisor, negotiated the terms of this Agreement and participated in its drafting, and agree that no provision hereof shall be construed against one Party more than the others on the basis that drafting was not shared.

16. Each signatory warrants that s/he is legally competent to execute this Agreement, individually and in his/her representative capacity, and that s/he has the authority to bind the Party for which s/he signs.

17. It is fully understood by the Parties that the terms of this Agreement, including the Recitals, are contractual, that the Agreement is made in compromise, resolution, and settlement of disputed claims arising from the engineering of the Ramps, that such compromise, resolution, and settlement and this Agreement shall not be taken as an admission of liability of any kind or character by any Party, and that such liability is expressly denied by each Party. This Agreement shall not be admissible in any proceeding as an admission of liability by any Party.

18. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable legal requirements.

19. In the event any suit or proceeding is filed between the Parties to enforce or interpret the terms of this Agreement, or concerning the subject matter of this Agreement, the prevailing Party(ies) shall recover from the non-prevailing Party(ies) its reasonable and

necessary attorney's fees, expert witness fees, and all other reasonable costs and expenses incurred in resolving the suit or proceeding.

20. The address for the Authority for all purposes under this Agreement and for all notices herein shall be as follows until written notice of change from a Party:

Fort Bend County Toll Road Authority  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attention: Mr. Richard L. Muller

The address for the Engineer for all purposes under this Agreement and for all notices herein shall be:

Dannenbaum Engineering Corporation  
3100 West Alabama  
Houston, Texas 77098  
Attention: Mr. James D. Dannenbaum, P.E.

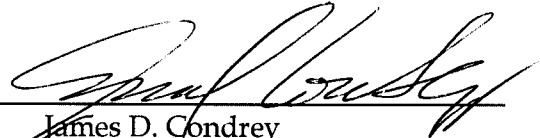
The address for the County for all purposes under this Agreement and for all notices herein shall be:


Fort Bend County  
301 Jackson Street, Suite 719  
Richmond, Texas 77469  
Attention: The Honorable Robert Hebert

[EXECUTION PAGES FOLLOW]

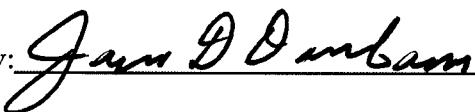
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 21st day of April, ~~2009~~  
2010

**FORT BEND COUNTY TOLL ROAD  
AUTHORITY**, a local government Texas  
corporation

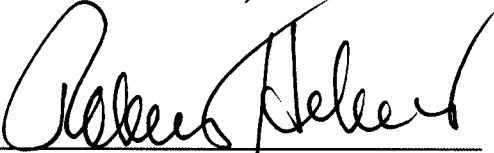
By:   
James D. Condrey  
Chairman, Board of Directors

ATTEST:   
By \_\_\_\_\_  
Charles Rencher  
Secretary, Board of Directors

Dannenbaum Engineering Corporation  
**ENGINEER**


By:   
Name: James D. Dannenbaum  
Title: Chairman

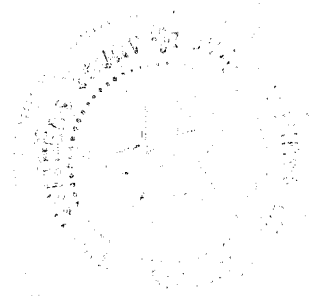
FORT BEND COUNTY, TEXAS

By:   
Robert Hebert  
County Judge

5-18-2010

ATTEST:

By:   
Dianne Wilson  
County Clerk



APPROVED AS TO FORM:

  
County Attorney

**SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE**

THIS SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE (the "Agreement") is made effective as of April 21, <sup>2010</sup>~~2009~~ ("Effective Date"), among **Fort Bend County, Texas** ("County"), including all of the County's predecessors, successors, assigns, agents and employees, **Fort Bend County Toll Road Authority** ("Authority"), including all of the Authority's predecessors, successors, assigns, officers, attorneys, directors, agents, employees, board members, and administrators, and **AECOM USA, Inc., dba AECOM USA Group, Inc.**, ("Engineer"), including all of Engineer's predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, stockholders, attorneys, directors, agents, employees, and administrators. (Engineer, County, and the Authority may be referred to collectively as "Parties" and individually as a "Party.")

**RECITALS**

WHEREAS, the County and the Authority believe that the design and construction of the entrance and exit ramps ("Ramps") at the intersection of the Fort Bend Parkway Toll Road and Lake Olympia Boulevard result in unacceptable levels of flooding ("Dispute"); and

WHEREAS, Engineer denies the allegations of the County and the Authority; and

WHEREAS, to avoid the expense, inconvenience and uncertainty of litigation and to buy peace, the Parties wish to compromise and settle the Dispute; and

WHEREAS, the Parties do not wish or intend this Agreement to be an admission of liability by any of them concerning any matter whatsoever.

## CONSIDERATION

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Engineer, the County and the Authority, the Parties agree as follows:

## AGREEMENT

1. Engineer shall pay the County the total sum of \$275,000 ("Payment"), which shall be in the form of a check made payable to the Authority, and delivered to the Authority, through its outside counsel, not later than thirty (30) days following the execution of this agreement by all parties. Engineer's failure to make the Payment timely and in full shall be a material breach of this Agreement and shall render the Authority's and the County's releases pursuant to Paragraph 3 below null and void.

2. Each Party hereby releases, acquits, and forever discharges the others, including the released Parties' predecessors, successors, assigns, current and former parent companies, subsidiaries, affiliates, divisions, agents, directors, officers, employees, representatives, attorneys and insurers, from any and all known claims, causes of action, suits, demands, charges, disputes, matters, controversies, liability, accrued or to accrue in the future, relating to, arising out of, or in any way connected with the Dispute or otherwise in connection with any other known error or omission in the Engineer's services to the Authority in connection with the Fort Bend Parkway Project A. Provided, however, that nothing herein shall be construed (i) to release Engineer or the Authority from their respective obligations under that certain Engineering Services Agreement between those Parties, dated February 2002, and the supplement thereto dated March 2003 for any other design defects (collectively, "Services Agreement") and/or (ii) to release any Party from

any obligation under this Agreement. No Party admits liability to any other or to any person(s) not a party to this Agreement. This release is expressly limited to claims arising from the Dispute and any other known claims related to the Fort Bend Parkway Project A as set forth herein and does not include any other work of Engineer for the County or the Authority.

3. Neither the Authority nor the County waives any protections of sovereign immunity and no portion or provision of this Agreement shall be interpreted as a waiver of sovereign immunity by either.

4. In addition, Engineer hereby releases, acquits, and forever discharges LJA Engineering and Surveying, Inc. and Dannenbaum Engineering and their predecessors, successors, assigns, current and former parent companies, subsidiaries, affiliates, divisions, agents, directors, officers, employees, representatives, attorneys and insurers (collectively, the "Other Design Professionals"), from any and all claims, causes of action, suits, demands, charges, disputes, matters, controversies, liability, accrued or to accrue in the future, known or unknown, relating to, arising out of, or in any way connected with the Dispute. No Party admits liability to any other or to any person(s) not a party to this Agreement. This release is expressly limited to claims arising from the Dispute as set forth herein and does not include any other work by a released party for the County or the Authority. County acknowledges that Engineer's release pursuant to this agreement is expressly conditioned upon the County securing identical releases of Engineer from the Other Design Professionals. County's failure to secure such releases shall be a material breach of this Agreement and shall render the Engineer's release obligations pursuant to Paragraph 3 and Paragraph 4 of this agreement null and void

5. Subject to the terms contained herein, each Party will be fully responsible for its own costs and expenses, including attorneys' fees, related to this Agreement.

6. This Agreement is to be construed, interpreted, and enforced under the laws of the State of Texas. Any action or proceeding brought to enforce any provision of this Agreement shall be brought only in Fort Bend County, Texas.

7. If any provision(s) of this Agreement is/are held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, and, to the extent possible without violating the Parties' intent as expressed herein, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. It is not the Parties' intent to specify (and this Agreement shall not be considered as specifying) any exclusive remedy, and in the event any Party violates this Agreement, the non-violating Parties shall be entitled to all remedies available at law and in equity, cumulatively and without limitation, including injunctive relief.

9. This Agreement may be signed in separate counterparts by facsimile, each of which shall constitute an original. The Parties agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out their intent as expressed in this Agreement.

10. This Agreement is the entire agreement among the Parties with respect to the subject matter hereof and, as to such matters, this Agreement sets forth all the promises and agreements among the Parties and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, expressed or implied, oral or written.

11. No modifications, amendments, or changes to this Agreement shall be valid unless in writing and signed by the Party against which the change will be enforced. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. No waiver of any breach or default by any Party of any term, covenant, condition, or liability hereunder, or of performance by any other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

12. It is understood and agreed that this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. This Agreement shall inure only to the benefit of the Parties. No person or entity not a party to this Agreement shall be considered, in any form or manner, a third-party beneficiary of this Agreement.

13. Each Party enters this Agreement without duress and for sufficient consideration. Each Party warrants that it has discussed this Agreement and its content and effect with its counsel or other person(s) of its choice (collectively "Advisor"), that its Advisor has advised it about the content and effect, and that it has had adequate opportunity to discuss the Agreement and its effect with its Advisor. The Parties further acknowledge that each, through its Advisor, negotiated the terms of this Agreement and participated in its drafting, and agree that no provision hereof shall be construed against one Party more than the others on the basis that drafting was not shared.

14. Each signatory warrants that s/he is legally competent to execute this Agreement, individually and in his/her representative capacity, and that s/he has the authority to bind the Party for which s/he signs.

15. It is fully understood by the Parties that the terms of this Agreement, including the Recitals, are contractual, that the Agreement is made in compromise, resolution, and settlement of disputed claims arising from the engineering of the Ramps, that such compromise, resolution, and settlement and this Agreement shall not be taken as an admission of liability of any kind or character by any Party, and that such liability is expressly denied by each Party. This Agreement shall not be admissible in any proceeding as an admission of liability by any Party.

16. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable legal requirements.

17. In the event any suit or proceeding is filed between the Parties to enforce or interpret the terms of this Agreement, or concerning the subject matter of this Agreement, the prevailing Party(ies) shall recover from the non-prevailing Party(ies) its reasonable and necessary attorney's fees, expert witness fees, and all other reasonable costs and expenses incurred in resolving the suit or proceeding.

18. The address for the Authority for all purposes under this Agreement and for all notices herein shall be as follows until written notice of change from a Party:

Fort Bend County Toll Road Authority  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attention: Mr. Richard L. Muller

The address for the Engineer for all purposes under this Agreement and for all notices herein shall be:

AECOM  
5757 Woodway, Suite 101 West  
Houston, TX 77057  
Attention: Mr. Christopher J. Karpathy

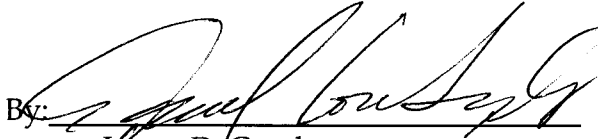
The address for the County for all purposes under this Agreement and for all notices herein shall be:

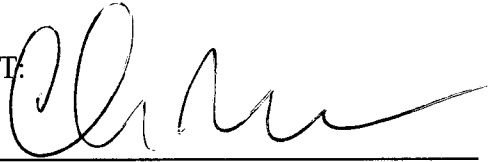
Fort Bend County  
301 Jackson Street, Suite 719  
Richmond, Texas 77469  
Attention: The Honorable Robert Hebert

[EXECUTION PAGES FOLLOW]

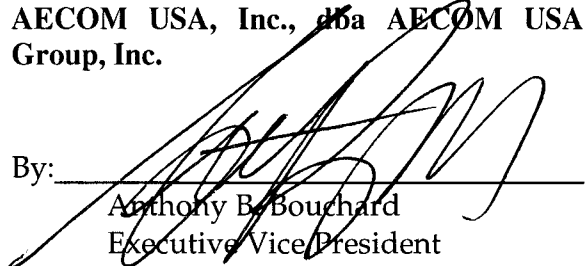
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 21st day of April, ~~2009~~, 2010

**FORT BEND COUNTY TOLL ROAD AUTHORITY**, a local government Texas corporation

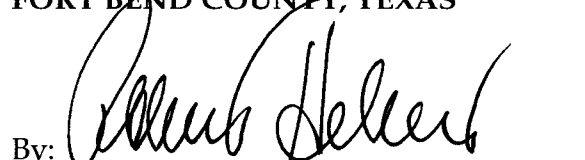
By:   
James D. Condrey  
Chairman, Board of Directors


ATTEST:   
By: \_\_\_\_\_  
Charles Rencher  
Secretary, Board of Directors

**AECOM USA, Inc., dba AECOM USA Group, Inc.**

By:   
Anthony B. Bouchard  
Executive Vice President

**FORT BEND COUNTY, TEXAS**

By:   
Robert Hebert     5-18-2010  
County Judge

ATTEST:  
  
By: \_\_\_\_\_  
Dianne Wilson  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_, County Attorney