



New Territory Residential Community Association, Inc.

May 27, 2010

6.22.2010  
AGENDA ITEM  
21B

Commissioner James Patterson  
Fort Bend County, Precint 4  
12919 Dairy Ashford  
Sugar Land, TX 77478

Dear Commissioner Patterson:

Enclosed is the original County of Fort Bend, Agreement and Release document. Should you have questions, please do not hesitate to contact me.

Sincerely,

Susan Rash  
Executive Director  
New Territory Residential Community Association  
(281) 565.0616

Enclosure: Original Agreement and Release

6/28/10 original returned to Laura at County Attorney

STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND   §

**AGREEMENT AND RELEASE**

1. WHEREAS, the New Territory Residential Community Association, Inc. (hereinafter referred to as "Association") provided services to Fort Bend County, Texas, (hereinafter referred to as "County") for maintaining county owned real property for approximately twenty (20) years, including the replacement of fencing and mowing located at 239 Birchill Drive and 427 Planetree, (hereinafter referred to as "County lots") located in Fort Bend County, Texas; and,
2. WHEREAS, the Parties hereto desire to compromise and settle any claims between themselves and are entering into this Agreement and Release (the "Agreement") for the purpose of compromising and settling any claims.
3. Now therefore and in consideration of the mutual covenants, representations and promises made herein, and other good and valuable consideration, which is hereby acknowledged and confessed, the Parties do hereby covenant and agree as follows:
  - (a) All parties shall execute the Agreement;
  - (b) County shall pay to the Association the amount of \$22,702.00 for all services provided at the County lots.
4. In consideration of the agreements set forth below and in paragraph 3 above and other good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, the Association hereby DISMISSES, RELEASES and FOREVER DISCHARGES and by these presents for itself and its successors and assigns DISMISSES, RELEASES and FOREVER DISCHARGES Fort Bend County, Texas, all agents, servants, employees, officers, attorneys, successors and assigns and all other person, natural or corporate, in privity with them, or any of them from all claims, demands, debts, obligations, liabilities, suits, liens, bond claims, causes of action or actions at law or in equity under any state or federal statute or law, all actual, consequential and exemplary damages, expenses, costs (including reasonable attorney's fees) and all other damages of any kind whatsoever, as they relate to services provided by the Association to the County for the County lots.
5. The Agreement is made in compromise and settlement of all disputed and undisputed claims as between the Parties and is made for the promises and consideration stated herein and for the reason that such parties may buy their peace without incurring the expense of litigation.
6. The Agreement has been made and executed in the State of Texas and shall in all respects be governed by the laws of the State of Texas. Venue of any dispute or action regarding the Agreement shall be in Fort Bend County, Texas. In the event that one or more of the provisions contained herein shall for any reason be held to be invalid, the Agreement shall be continued as if such invalid or unenforceable provision had never been contained herein.
7. The undersigned, each of whom executes the Agreement, represents that each has read the Agreement, and that each fully understands the same and that it is executed for the consideration herein expressed, the receipt and sufficiency of which is hereby expressly acknowledged and confessed, and that each party who executes the Agreement in a representative capacity does so with full authority to do so.

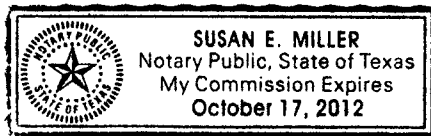
8. The Agreement may be executed and delivered in counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same agreement.

Signed the 26 day of May, 2010.

NEW TERRITORY RESIDENTIAL COMMUNITY ASSOCIATION, INC.

By: Susan Rash  
Signature  
Title: Executive Director  
Date: May 26, 2010

This instrument was acknowledged before me on the 26 day of May, 2010, by Susan Rash, an authorized representative of New Territory Residential Community Association, Inc.



Susan E Miller  
Notary Public in and for  
The State of Texas

My Commission Expires: Oct. 17, 2012

Fort Bend County, Texas  
By: Robert E. Hebert  
Robert E. Hebert, County Judge

Date: June 22, 2010

Attest: Dianne Wilson  
Dianne Wilson, County Clerk

Auditor's Certificate: I hereby certify that funds are available in the amount of \$22,702.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert "Ed" Sturdivant  
Robert "Ed" Sturdivant  
County Auditor

# NEW TERRITORY



New Territory Residential Community Association, Inc.

## INVOICE

April 21, 2010

Fort Bend County  
Attention: Commissioner James Paterson  
12919 Dairy Ashford Road, Suite 200  
Sugar Land, Texas 77478

Re: County Lots located in Robinsons Landing

This invoice represents the costs incurred by the Association, for maintaining county owned lots for 20 years. Maintenance services included fence replacements and mowing of lots located at 239 Birchill Drive and 127 Planetree.

Total Invoice Due: \$22,702.00

Please remit payment to the address listed below. If you have any questions, please feel free to contact me at the telephone number listed below or at [Susan@newterritory.org](mailto:Susan@newterritory.org)

Sincerely,

Susan Rash, Executive Director