

THE STATE OF TEXAS §□

COUNTY OF FORT BEND §□

ORDER AUTHORIZING SETTLEMENT OF CONDEMNATION SUIT

On this 28th day of June, 2016, 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 Morrison, seconded by Commissioner Prestage, duly put and carried, IT IS HEREBY ORDERED that:

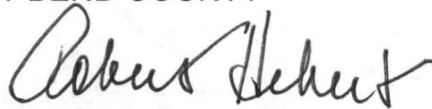
The County Attorney is hereby authorized to pay a negotiated settlement in the matter of:

Cause #16-CCV-057161 – The State of Texas and Fort Bend County, Texas vs. Frank's Nursery, LLC, KEM Texas, LTD., Allegiance Bancshares, Inc. aka Independence Bank, N.A. Fort Bend County General Fund, Fort Bend County Drainage District, Lamar Consolidated Independent School District, City of Richmond, Texas

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, to accept Deeds for the aforementioned properties and to approve such terms and provisions for the full and final settlement of all claims set forth therein.

Settlement funds will be charged to Fund: 100687888-64500-P685-13ROWPURCH.

FORT BEND COUNTY



Robert E. Hebert, County Judge

ATTEST:



Laura Richard, County Clerk

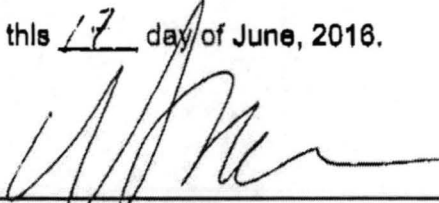



The State of Texas and Fort Bend County as Plaintiffs, and KEM Texas LTD, aka KEM Enterprises (by and through its counsel Richard Rothfelder) (KEM), agree as follows:

1. The parties have agreed to settle the claims in this condemnation proceeding only as they relate to the billboard structure erected by KEM on property leased by Land Owner Defendants to KEM and KEM's below market value lease bonus, of property located at 302 FM 359, Richmond, Fort Bend County, Texas 77406, and no other claims.
2. Plaintiffs agree to pay the total sum of \$205,000 as follows to KEM; the sum of \$71,668 for KEM's sign structure and \$133,332 for KEM's below market value lease bonus.
3. Payment by Plaintiffs will be made on or before 30 days from the date hereof.
4. KEM will remove the billboard structure, and Land Owner will move the on-premises sign within 45 days of the date of receipt of payment of the dollar sums due under this agreement. If KEM does not remove the billboard structure within 45 days of the date of receipt of payment, KEM forfeits whatever rights it has in the billboard structure and the Plaintiffs may remove and destroy or otherwise dispose of the billboard structure without obligation to any party or entity claiming any rights in the billboard structure.
5. This settlement is subject to approval of the Commissioners Court of Fort Bend County, Texas.
6. This settlement is subject to approval by the Texas Department of Transportation.
7. An agreed judgment will be signed by the parties; all releases, quitclaim deeds and other necessary settlement documents will be signed and executed contemporaneously with or before the agreed judgment is signed and filed with the trial court.
8. The Defendant KEM understands that before or contemporaneously with receipt of the settlement funds, it will provide to Plaintiffs release of all claims as it relates to the sign leasehold.

- 8. Any disputes concerning the interpretation of enforcement of this agreement shall first be submitted for resolution to Michael Narsete, the mediator, before any party seeks Court intervention or enforcement.
- 10. This agreement does not waive KEM's rights, if any, to seek a sign relocation permit.

Agreed this 17 day of June, 2016.

By: 
 William H. "Bill" Vidor
 Attorney for Fort Bend County, Texas

By: 
 Richard Rothfelder
 Attorney for KEM Texas LTD

By: 
 Bill Buckner
 Interim Houston Project Delivery Manager
 Texas Department of Transportation

State of Texas

Fort Bend County

V.

Frank's Nursery, LLC, et al.

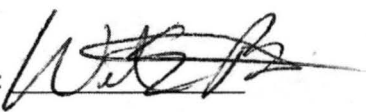
RULE 11 AGREEMENT

The State of Texas and Fort Bend County as Plaintiffs, and Frank's Nursery, LLC (Land Owner Defendant), agree as follows, including that this agreement is subject to and contingent upon KEM Texas LTD's executing a settlement agreement with Fort Bend County and the State of Texas for the sign site and all leasehold value located on the premises of Frank's Nursery, LLC:

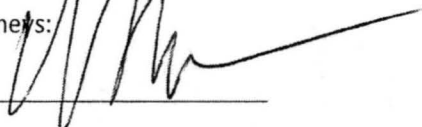
1. All parties have agreed to settle the claims of the Land Owner Defendant;
2. Plaintiffs agree to pay the total sum of \$2,000,000, with such payment to be made on or before July 8, 2016 by payment to David W. Showalter, Trustee for the Land Owner Defendant;
3. The Date of Take shall be July 8, 2016, however the parties agree that State of Texas may not begin to demolish the main building until December 1, 2016;
4. Land Owner Defendant is not hereby waiving and relocation benefits in addition to the settlement amount stated above;
5. This settlement is subject to approval of the Commissioners Court of Fort Bend County, Texas;
6. Fort Bend County will place on the Fort Bend County Commissioners' Agenda for the 28th of June, this settlement agreement for approval by the Fort Bend County Commissioners' Court;
7. An agreed judgment will be signed by the parties;
8. Land Owner will be notified two weeks before December 1, 2016 to be reminded of the need to disconnect electricity on the part taken and Land Owner Defendants will call the electricity provider to disconnect the electricity;
9. The Land Owner Defendant understands that before it receives the settlement funds, they will provide to Plaintiffs disclaimer of proceeds from any lien holders with whom it has a relationship;
10. Plaintiffs will provide three driveways (one at 40' width [the northern most driveway] and two at 30' widths) per plan prepared by Duane Hutson;
11. Frank's Nursery, LLC disclaims any and all in the sign site and sign site lease agreement between Franks Nursery LLC and KEM Texas Ltd., and sign site value, and agrees to execute documents necessary to disclaim same, if needed;
12. Plaintiff is granted a temporary construction easement to demolish the building as of December 1, 2016;
13. Any disputes concerning the interpretation of enforcement of this agreement shall first be submitted for resolution to Michael Narsete, the mediator, before any party seeks Court intervention or enforcement;

Agreed this 17th day of June, 2016.

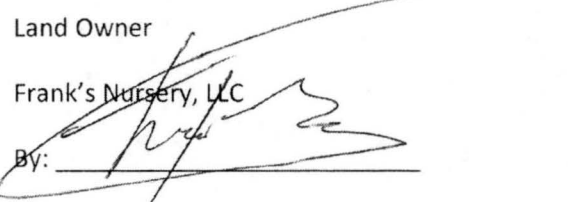
State of Texas

By: 

Bill Buckner

Attorneys: 

Bill Vidor, for the Plaintiffs

Land Owner
Frank's Nursery, LLC
By: 

Frank Nunez, Manager



David W. Showalter, for the Land Owners