

# Vinson & Elkins

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October 10, 2016

Andrew M. Edison  
EDISON MCDOWELL & HETHERINGTON LLP  
1001 Fannin, Suite 2700  
Houston, Texas 77002

*Via Email*

Re: Cause No. CV-0075009; *City of League City, Texas v. Justin Dale Tarpley, et al.*; In the County Court at Law No. One (1) of Galveston County, Texas (Parcel 189) – Rule 11 Settlement Agreement

Cause No. CV-0074078; *City of League City, Texas v. Jack David Tarpley, Jr., et al.*; In the County Court at Law No. One (1) of Galveston County, Texas (Parcels 194 and 195) – Rule 11 Settlement Agreement

Dear Andy:

The City of League City (“City”), Jack Tarpley and Justin Tarpley (collectively, the “Tarpleys”) have agreed to settle the above-referenced cases under the following terms:

1) For Blocks 194 & 195 – 3.2826 acres - Total payment by the City to be \$625,000, with a credit of \$464,750.00 for the Special Commissioners’ award previously deposited. The settlement amount includes any pre-judgment interest which may be due, and assumes that all other Defendants take nothing.

2) For Blocks 189 – 1.7906 acres - Total payment by the City to be \$92,500, with a credit of \$78,000.00 for the Special Commissioners’ award previously deposited. The settlement amount includes any pre-judgment interest which may be due, and assumes that all other Defendants take nothing.

3) The City further agrees that, in accordance with the procedures set forth in Ordinance 2014-18, it will sell to the Tarpleys the property that runs between Blocks 164/165 (the “Additional Property”, and for which a sketch is attached as Exhibit “A”). The City agrees to waive the \$2,250.00 application fee as set forth in Ordinance No. 2014-18. To the extent the appraisal performed in accordance with procedures set forth in Ordinance 2014-18 estimates the market value of the Additional Property at \$0.75/sf, or less, the Tarpleys obligate themselves to purchase the property at the estimated value. If the appraisal is higher than \$0.75/sf, the Tarpleys have no obligation to purchase the Additional Property, but may elect to do so for a period of six months after the appraisal is relayed to the Tarpleys.

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4) Each party will be responsible for their respective court costs.

5) The parties will prepare proposed judgments within thirty (30) days of this Rule 11 agreement providing for payment to the Tarpleys in accordance herewith. Motions to enter judgment in the two cases will be filed by counsel for the Tarpleys.

6) For the Block 194/195 case, the City will pay the remaining balance due of \$160,250.00 to Justin Tarpley, Jack Tarpley, and their attorneys, Vinson & Elkins, LLC, jointly, no later than 30 days from the date of this letter.

7) For the Block 189 case, the City will pay the remaining balance due of \$14,500.00 to Justin Tarpley and his attorneys, Vinson & Elkins, LLC, jointly, no later than 30 days from the date of this letter.

By the signatures below, counsel for both of the parties represent that the above terms are an accurate representation of the Rule 11 Agreement between the parties.

If you have any questions or suggestions, please do not hesitate to contact me at (713) 758-2088.

Very truly yours,

VINSON & ELKINS LLP

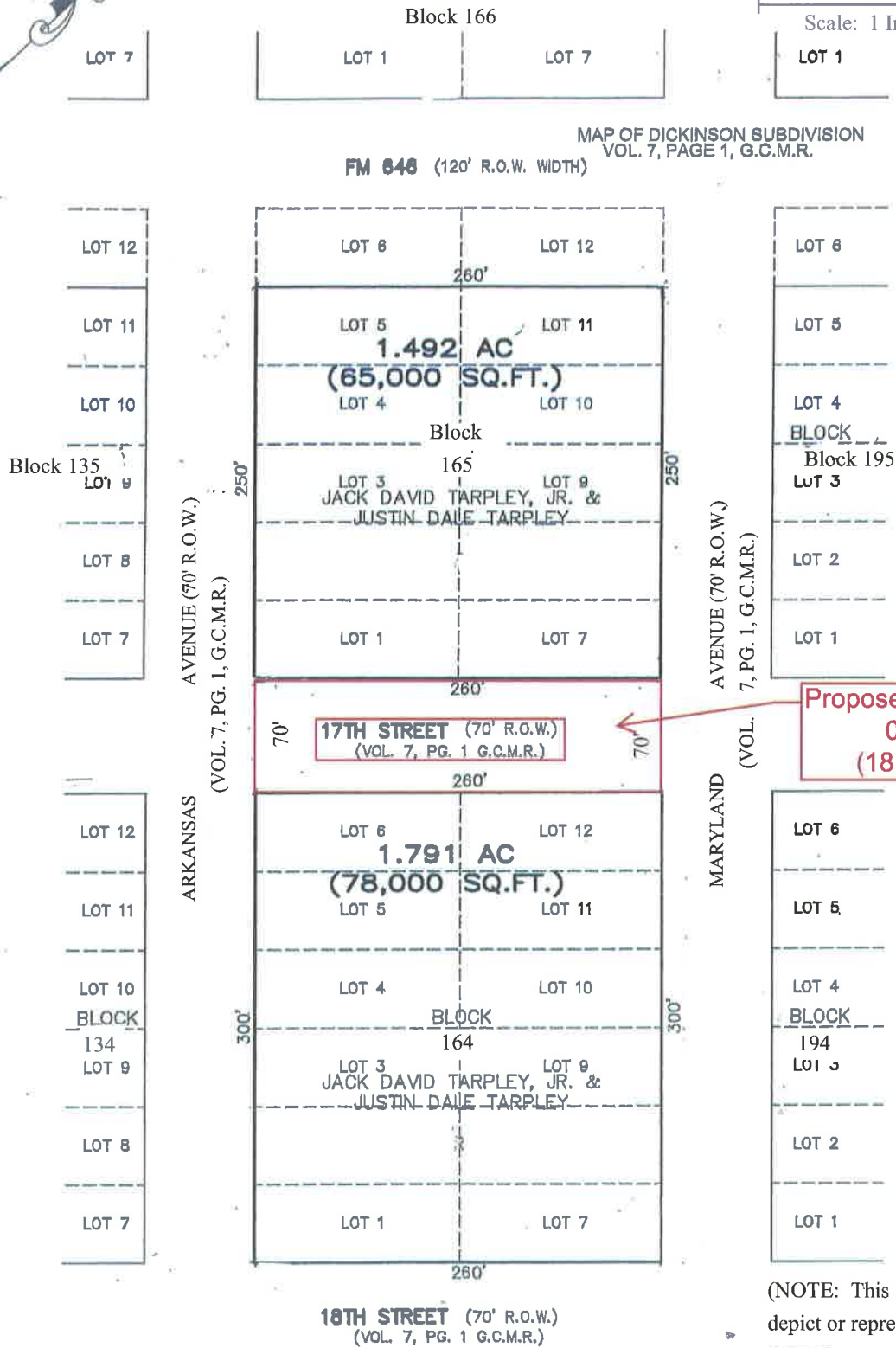
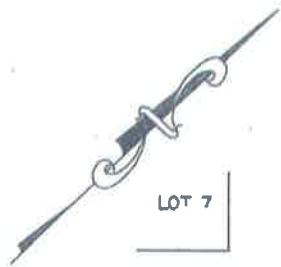
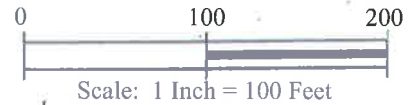
/s/ David G. Wall  
David G. Wall

AGREED:

  
ANDREW M. EDISON

10-16-16  
DATE

**JAMES F. PERRY & EMILY M. AUSTIN  
ABSTRACT NO. 19**



(NOTE: This drawing does not depict or represent an on the ground survey).

DRAWING DEPICTING THE LOCATION OF A 0.418 ACRE (18,200 SQUARE FEET) TRACT OF LAND, BEING THAT PORTION OF UNOPENED 17TH STREET LYING BETWEEN AND ABUTTING BLOCKS 164 AND 165, DICKINSON TOWNSITE ADDITION IN THE PERRY AND AUSTIN LEAGUE, A-19, GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OF DICKINSON OF RECORD IN VOLUME 7, PAGE 1, GALVESTON COUNTY MAP RECORDS. (See legal description, Exhibit "A", Page 2 of 2 Pages).

EXHIBIT "A" - PAGE 2 OF 2 PAGES

Legal Description

0.418 ACRE TRACT

All that certain tract of land having a calculated area of 0.418 acre (18,200 square feet) and being comprised of that portion of the unopened 70-foot wide right-of-way known as 17<sup>th</sup> Street lying between Blocks 164 and 165, Dickinson Townsite Addition in the Perry and Austin League, Abstract No. 19, Galveston County, Texas, according to the Map of Dickinson of record in Volume 7, Page 1, Galveston County Map Records, the boundaries of said 0.418 acre tract being more particularly described as follows:

The southeast boundary line of said 0.418 acre tract is the northwest line of said Block 164, said line having a platted length of 260 feet.

The northwest boundary line of said 0.418 acre tract is the southeast line of said Block 165, said line having a platted length of 260 feet.

The northeast boundary line of said 0.418 acre tract is a line crossing said 17<sup>th</sup> Street, having a platted length of 70 feet, and having the most northerly corner of said Block 164 as its most southerly terminus and having the most easterly corner of said Block 165 as its most northerly terminus.

The southwest boundary line of said 0.418 acre tract is a line crossing said 17<sup>th</sup> Street, having a platted length of 70 feet, and having the most westerly corner of said Block 164 as its most southerly terminus and having the most southerly corner of said Block 165 as its most northerly terminus.

(NOTE: This description does not represent the results of an on the ground survey).