

IN THE COMMISSIONERS COURT  
OF KAUFMAN COUNTY, TEXAS

AGREEMENT FOR DONATION OF MONEY,  
LAND, LABOR, EQUIPMENT, OR  
MATERIALS FOR ROADS IN KAUFMAN COUNTY, TEXAS

BE IT REMEMBERED, that on the 26 day of Sept., 2017, came on to be considered the donation of Labor, Equipment or Road Building Materials to Kaufman County, Texas, by Clements Ranch, LLC, the owner thereof, hereinafter referred to as the Donor. After careful consideration, the Commissioners Court of Kaufman County, Texas, has determined that the donation, described as follows: Road materials for Lake Ray Hubbard Dr., is suitable to aid road building or maintenance and that the application of same to county roads would improve the all weather capabilities of said roads, and thereby serve a public benefit.

BE IT THEREFORE ORDERED, ADJUDGED and DECREED, that the donated item has a reasonable cash market value of \$95,000. (Donations valued at more than \$500.00 will be reported by Kaufman County to the IRS on form 8282. Donors should report such donations on IRS form 1040, Schedule A, or IRS Form 8283.)

In return for the donation of materials by the Donor named above, Kaufman County, Texas, has executed a release of liability pursuant to Texas Transportation Code Sec. 251.018. The release of liability is attached as Exhibit A and herein incorporated.

Road building materials and donated labor received by the county pursuant to this agreement shall only be applied to public roads maintained by the County.

Donations of Money shall be applied to public road maintenance or other related expenses as the Commissioners Court may, in its discretion, deem appropriate to carry out the public purpose of maintaining a public road system in Kaufman County, Texas.

Executed this 20 day of Sept., 2017.

APPROVED BY DONOR:

  
\_\_\_\_\_  
Donor

Accepted by:

\_\_\_\_\_  
Kaufman County Judge

Attest:

\_\_\_\_\_  
Kaufman County Clerk

## MUTUAL WAIVER OF LIABILITY, RELEASE,

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Waiver of Liability, Release, Indemnification and Hold Harmless Agreement (the "Release") executed on (date) the 20 day of September 2017 is made by Clements Ranch, LLC (the "Donor"), a (private corporate description), and Kaufman County, Texas (the "Donee"), a public political entity existing under the laws of the State of Texas and each of its elected officials, employees, and agents. The Donor desires to provide road base materials.

Donor understands that the scope of Donor's relationship with Kaufman County is limited to a donor/volunteer position and that no money is expected in return for the materials provided by Donor.

1. Waiver and Release of County (Donee). Donor hereby releases and forever discharges and holds harmless Kaufman County from any and all liability, claims, and demands of whatever kind or nature, whether in law or in equity, which arise or may hereafter arise from the materials that Donor provides to Kaufman County. Donor understands and acknowledges that this Release discharges Kaufman County from any liability or claim that it may have against Kaufman County with respect to bodily injury, personal injury, illness, death, or property damage that may result from the materials that it provides to Kaufman County or occurring while Donor is providing volunteer services.
2. Waiver and Release of Clements Ranch, LLC (Donor). Kaufman County hereby releases and forever discharges and holds harmless Donor from any and all liability, claims, and demands of whatever kind or nature, whether in law or in equity, which arise or may hereafter arise from the materials that Donor provides to Kaufman County. Kaufman County understands and acknowledges that this Release discharges Donor from any liability or claim that Kaufman County may have against Donor with respect to bodily injury, personal injury, illness, death, or property damage that may result from the materials that Donor provides to Kaufman County or occurring while Donor is providing volunteer services.
3. Insurance. Further, Donor understands that Kaufman County does not assume any responsibility for or obligation to provide Donor with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of an injury, illness, death or damage to Donor's property. Donor expressly waives any such claim for compensation or liability on the part of Kaufman County beyond what may be offered freely by Kaufman County in the event of such injury or medical expenses incurred by Donor.
4. Other. Donor and Donee expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. Donor and Donee further agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.



## SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into by and between the CITY OF POST OAK BEND, TEXAS ("City") and KAUFMAN COUNTY, TEXAS ("County").

WHEREAS, City and County entered into multiple Project Agreements in the County's Fiscal Years 2014, 2015, and 2016 pursuant to the Interlocal Cooperation Act pursuant to Chapter 791.014 of the Texas Government Code; and

WHEREAS, City and County acknowledge that there are disputes between them regarding the circumstances surrounding the Project Agreements and what amounts County is owed and entitled to under the Project Agreements; and

WHEREAS, City and County desire to finally, fully and completely resolve all civil disputes that now or may exist between them concerning the Project Agreements for the County's Fiscal Years 2014-2016.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, City and County do hereby agree as follows:

1. Settlement. City acknowledges that they entered into multiple Project Agreements with County for the County's Fiscal years of 2014, 2015, and 2016. The Project Agreements required City to "make full payment within 30 days of billing." Specifically, City acknowledges that County has not received payment for three (3) Agreements within the County's Fiscal year 2014. See Exhibit A. City further acknowledges that County completed the underlying work as described within the three (3) Project Agreements. City and County recognize that litigation and other disputes between them are expensive, uncertain, and time-consuming, and that settlement on agreeable terms is preferable to ongoing disputes and litigation. Therefore, provided that City and County comply with this Agreement, including, without limitation, City's timely payment of the Settlement Sum in Section 2 below, the City and County have agreed to settle fully and finally, without any admission of fault or liability, all differences between them arising out of or related to the any payments, fees, costs, or other benefits County may or may not have been entitled to under the Project Agreements for the County's Fiscal Years 2014-2016. County additionally agrees to waive payment related to the Project Agreement referenced in Exhibit A-2. In exchange for waiving of fees owed to the County, the City agrees to assume all fault or liability, and all differences arising out of or related to the construction completed in reference in Exhibit A-2.
2. Settlement Sum. City and County agree that in connection with the resolution of the cost incurred by County to complete the above discussed

Project Agreement terms, City shall pay County the sum of \$ 3,230<sup>00</sup> pursuant to the attached payment plan. Exhibit B.

3. No Admission of Liability. City and County agree that this Agreement reflects a settlement and compromise of disputed and uncertain claims for multiple Project Agreements in the County's Fiscal Years 2014, 2015, and 2016. This Agreement shall not in any way be construed as an admission by either the City or County of any acts of wrongdoing (whether intentional or unintentional) or violation of any statute, law, or legal right. Rather, the City and County specifically deny and disclaim that either has any liability to the other (other than pursuant to this Agreement), but are willing to enter into this Agreement to definitely resolve once and forever this matter and to avoid the costs, expense, and delay of litigation regarding the multiple Project Agreements in the County's Fiscal Years 2014, 2015, and 2016.
4. Knowing and Voluntary Waiver. City and County acknowledge and agree that it is their choice whether to enter into this Agreement and that each of their decisions to do so is voluntary and is made knowingly. The City and County acknowledge that they are entitled to representation by counsel of their own choosing in connection with the underlying dispute and the negotiation and execution of this Agreement. City and County fully understand all of the provisions of this Agreement.
5. Governing Law and Dispute Resolution. This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas, and are performable in Kaufman County, Texas.
6. Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the City and County and their respective successors and assigns.
7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the City and County with respect to the subject matter hereof, and fully supersede any and all prior and contemporaneous negotiations, representations, agreements, arrangements, or understandings between the City and County, whether oral or written, pertaining to or concerning the subject matter of this Agreement. Any amendment to this Agreement must be signed by both the County and City.
8. Disclaimer of Reliance. Except for the specific representations expressly made by the City and County in this Agreement, City and County specifically disclaim that either is relying upon or has relied upon, any communications, promises, statements, inducements, or representation(s) that may have been made, oral or written, regarding the subject matter of this

Agreement. City and County represent that they are relying solely and only on their own judgment in entering this Agreement.

9. Severability and Waiver. Should any provision of this Agreement be declared or determined to be illegal or invalid by any government agency or court of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected and such provisions shall remain in full force and effect. This Agreement may not be waived, modified, amended, supplemented, canceled or discharged, except by written agreement of both the City and County. Failure to exercise and/or delay in exercising any right, power or privilege in this Agreement shall not operate as a waiver. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the City and County.

10. Notice. The City and County acknowledge and agree that any notices or demand which, under the terms of this Agreement or under any statute, must or may be given or made by City or County shall be in writing and shall be given or made by personal service, or by certified or registered mail to the City or County at the following address:

Kaufman County, Texas  
Attn: County Judge  
Kaufman County Courthouse  
3003 S. Washington  
Kaufman, Texas 75142

City of Post Oak Bend, Texas  
Attn: City Mayor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Multiple Counterparts and Effective Date. This Agreement may be executed by the City and County in multiple counterparts, whether or not all signatories appear on these counterparts (including vial electronic signatures and exchange of PDG documents via email), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date").

12. Authority. The individual signing below on behalf of City has been duly authorized by City to enter into this Agreement and has full authority to agree to and bind City to the terms and conditions set forth in this Agreement. The individual signing below on behalf of County has been duly authorized by County to enter into this Agreement and has full authority to agree to and bind County to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the City and County hereto evidence their agreement to the terms and conditions of this Settlement Agreement by their signatures below and have caused this Settlement Agreement by their signatures below and have caused this Settlement Agreement to be executed on the date(s) set forth below, to be effective as of the Effective Date.

THE SIGNATURES BELOW INDICATE THAT THE PARTIES HAVE READ AND UNDERSTAND THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND AGREE AND CONSENT TO ALL THEIR TERMS AND CONDITIONS CONTAINED HEREIN.

ACKNOWLEDGE AND AGREED TO BY:

CITY OF POST OAK BEND, TEXAS

By: Raymond Bedrick  
Raymond Bedrick  
City Mayor  
City of Post Oak Bend, Texas

9-1-17  
Date

Attest: Barbara Bedrick  
BARBARA BEDRICK  
Name

9/1/17  
Date

COUNTY OF KAUFMAN, TEXAS

By: \_\_\_\_\_  
Judge Bruce Wood  
County Judge  
Kaufman County, Texas

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Laura Hughes  
County Clerk  
Kaufman County, Texas

\_\_\_\_\_  
Date

**EXHIBIT A**

**PROJECT AGREEMENT  
Kaufman County R&B**

This agreement is entered into and in accordance with the provisions of the Interlocal Cooperation Act Chapter 791.014. in and between

Jimmy Vrealik Commissioner Precinct 1 with the,  
City of Post Oak Bend

Project Location: Cr. 280 + CR 281  
(Street address or Road)

Type of Project: Grader Work

Description of Project: Spread Asphalt Millings

Start date: July (weather permitting)

Completion date: August (weather permitting)

Material to be used: grader @ \$85.00 per hour

Labor to be used: \_\_\_\_\_

Cost of Project: Estimated 32 hrs. @ \$85.00 = \$2,720.00

Approval by Commissioner Court:  
[Signature] Date 7-7-14

County Judge

Date of Local Government makes full payment: Within 30-days of Billing

Approval by Local Government:  
[Signature]  
City Official



# PROJECT AGREEMENT Kaufman County R&B

This agreement is entered into and in accordance with the provisions of the Interlocal Cooperation Act Chapter 791.014, in and between

Jimmy Vrzalik Commissioner Precinct 1 with the,  
City of City of Post Oak Bend

Project Location: CR 279 (sw) Kandy Ln. on Northside 600ft.  
(Street address or Road)

Type of Project: Ditch Cleaning

Description of Project: Ditch Cleaning on CR 279 (sw) from  
Kandy Ln. on Northside. approx 600 ft

Start date: \_\_\_\_\_ (weather permitting)

Completion date: \_\_\_\_\_ (weather permitting)

Material to be used: Dump Truck + Grapple

Labor to be used: \_\_\_\_\_

Cost of Project: \$510.00

Approval by Commissioner Court: [Signature] Date 2-3-14  
County Judge

Date of Local Government makes full payment: Within 30-days of Billing

Approval by Local Government: [Signature]  
City Official

Date \_\_\_\_\_

**Exhibit A-2**

### PROJECT AGREEMENT Kaufman County R&B

This agreement is entered into and in accordance with the provisions of the Interlocal Cooperation Act Chapter 791.014. in and between

Jimmy Vrzalik Commissioner Precinct 1 with the,  
City of City of Post Oak Bend

Project Location: CR 279 & Kandy Ln.  
(Street address or Road)

Type of Project : Ditch excavation

Description of Project: Cleaning discharge ditch on South side of CR 279 Near Kandy Ln that extent onto Private Property. (Will have Property Owners Sign Agreement to enter onto their Property). This work was Requested by the City of Post Oak Bend

Start date: ? (weather permitting)

Completion date: ? (weather permitting)

Material to be used : Excavator + Skidsteer

Labor to be used: \_\_\_\_\_

Cost of Project: 1200.00

Approval by Commissioner/Court: [Signature] Date 2-3-14  
County Judge

Date of Local Government makes full payment: Within 30-days of Billing

Approval by Local Government: [Signature]  
City Official

Date \_\_\_\_\_

*[Handwritten signature]*

# EXHIBIT B

## Payment Plan – Settlement Sum

DUE DATE	PAYMENT AMOUNT	TOTAL
1. <i>Aug. 8<sup>th</sup>, 2017</i>	\$ <i>3,230<sup>-</sup></i>	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
		\$ <i>3,230<sup>-</sup></i>