


19,480

## SETTLEMENT AGREEMENT AND RELEASE

FILED FOR RECORD at <u>2:00</u> o'clock <u>P</u> M
MAY 13 2025
BECKY LANDRUM County Clerk, Hunt County, Tex. by 

THIS SETTLEMENT AGREEMENT AND RELEASE IS MADE AND ENTERED INTO THIS 8<sup>th</sup> DAY OF May, 2025, between Oncor Electric Delivery Company LLC, its officers, directors, employees, agents, representatives, predecessors, successors, and assigns, parent or subsidiary organizations and entities (collectively "Oncor") and Hunt County Commissioners Court, their officers, directors, employees, agents, representatives, predecessors, successors, and assigns, parent or subsidiary organizations and entities (collectively "HCCC"). Oncor and HCCC are collectively referred to as "the Parties."

### I. RECITALS AND AGREEMENTS

1. Dispute between Parties arisen when HCCC caused damage to Oncor's property on July 20, 2022, at or near the vicinity of CR 2266 and Private Road 2269, Quinlan, Texas (the "Incident").
2. The Parties desire to compromise and settle the claim arising from the Incident and, without admission of fault and for the sole purpose of resolving the claim, the Parties desire to enter into this *Settlement Agreement and Release* in order to provide for certain payments in full and complete discharge and release of all property damage claims, complaints, losses, expenses and damages, which are related to the Incident.
3. For and in consideration of the total sum of \$7,639.97 (Seven Thousand Six Hundred Thirty Nine and 97/100 Dollars) payable from HCCC to Oncor ("Settlement Payment"), Oncor fully releases, acquits, and forever discharges HCCC of and from any and all property damage claims, demands, controversies, liabilities, or suits, now owned, held, or possessed, or which could be owned, held, or possessed by Oncor which arise out of or are in any way related to the Incident.
4. Oncor certifies that, to its knowledge, there are no liens outstanding against the proceeds of this settlement.
5. HCCC agrees that the Settlement Payment shall be made payable to "Oncor Electric Delivery Company c/o Anozie, LLP" in the form of check or money order and shall be mailed to 6120 Swiss Avenue, #140838, Dallas, Texas 75214 within five (5) business days, upon the execution of this *Settlement Agreement and Release*.

### II. OTHER PROVISIONS

1. This Agreement contains the entire agreement between the Parties hereto, and the terms of the Agreement are contractual and not mere recitals.
2. This Agreement and any and all matters arising hereunder shall be governed by and construed under and in accordance with the laws of the State of Texas.

3. It is understood this Agreement is a compromise and settlement of a disputed claim, and that the payments and consideration recited herein are not to be construed as an admission of liability on the part of the Parties.

4. The Parties further state they are fully competent to enter into this Agreement; they have carefully read the Agreement and know the contents thereof; they have conferred with counsel concerning the contents and legal consequences of the execution hereof; and that they executed this Agreement of their own free will for the purposes and consideration stated herein.

5. This Agreement may be executed in multiple counterparts, each of which is deemed to be and shall be construed as an original, and all of which shall constitute and be construed as a single Agreement.

We have read the foregoing, full, final, and complete *Settlement Agreement and Release* and fully understand its contents and effects and affix our signature on the date indicated.

EXECUTED on this 13<sup>th</sup> day of May, 2025.

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Danita Theus, a Representative for ONCOR ELECTRIC DELIVERY COMPANY LLC, known to me to be the entity whose name is subscribed to the foregoing instrument and acknowledged to me that she has executed the same for the purposes and consideration therein expressed with full authority to do so.

\_\_\_\_\_  
Danita Theus  
Authorized Representative for  
Oncor Electric Delivery Company

Date: \_\_\_\_\_

**SWORN TO and SUBSCRIBED** before me by \_\_\_\_\_ on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

[seal]