



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #5

Approve settlement agreements with property
owners related to the MoPac Improvement
Project

Strategic Plan Relevance: Deliver Responsible Mobility Solutions that Respect the Communities We Serve (Be a good neighbor...)

Department: Engineering/Community Relations

Contact: Steve Pustelnyk, Director of Community Relations

Associated Costs: \$16,329.64

Funding Source: MoPac Improvement Project/CH2M Hill

Action Requested: Consider and act on draft resolution

Summary:

Over the course of the MoPac Improvement Project, there were homeowners with properties adjacent to the sound walls who contacted the project contractor, CH2M Hill regarding claims related to construction. The Mobility Authority was able to work with the contractor to resolve most of these claims. At the conclusion of the project, seven claims remained outstanding, with a total value of \$16,329.64. The claims were for issues like damage to landscaping, irrigation systems and fencing.

To ensure good community relations and to expedite payment of the claims, the Mobility Authority paid the homeowners' claims and withheld the amount paid from payments due to CH2M Hill. In conjunction with the payments, the residents were asked to sign a "Settlement Agreement and Release of Claims." One homeowner, Mr. Haddad requested a slight rewording of the agreement to address his specific concerns about unforeseen events in the future. Copies of the two settlement agreements are included with the backup materials. Staff is seeking Board approval of the settlement terms and ratification of the Settlement Agreements executed by the homeowners.

Backup provided: Copy of Settlement Agreements
List of Claimants
Draft Resolution

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 19-0XX

**APPROVE SETTLEMENT AGREEMENTS WITH PROPERTY OWNERS
RELATED TO THE MOPAC IMPROVEMENT PROJECT**

WHEREAS, by Resolution No. 13-010, dated February 27, 2013, the Board of Directors authorized the Executive Director to finalize and execute a Design-Build (“D/B”) Agreement for the MoPac Improvement Project (“Project”) with CH2M Hill Engineers, Inc. (“CH2M”); and

WHEREAS, the Project included the development, design and construction of sound walls along the 11.2-mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas; and

WHEREAS, during the course of constructing the sound walls, CH2M damaged certain property owned by adjacent homeowners as detailed in Exhibit A hereto; and

WHEREAS, in order to facilitate resolution of these claims, Mobility Authority staff negotiated settlement agreements which have been executed by each of the homeowners and are attached hereto as Exhibit B; and

WHEREAS, by agreement with CH2M, the various settlement amounts summarized in Exhibit A and included in each settlement agreement in Exhibit B have been withheld from payments otherwise due to CH2M and distributed to the respective homeowners; and

WHEREAS, the Executive Director recommends that the Board approve and ratify the settlement agreements provided in Exhibit B, and authorize him to execute them on behalf of the Mobility Authority.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby approves and ratifies the settlement agreements attached hereto as Exhibit B; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute the settlement agreements attached hereto as Exhibit B on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

MoPac Stakeholder Settlement List

Resident	Address	Property Damage	Settlement Amount
Nadia Shanaa	5105 Valley Oak Dr	Removed privacy fence	\$1,212.64
Riley Hickerson	5103 Valley Oak Dr	CH2 cut down a tree they were not supposed to cut down	\$ 1,300.00
Quentin Nowland	5011 Highland Ct	The irrigation system was damaged in 2016 and CH2M agreed to repair it once the wall is done as well as lay down new sod where the temporary fence was	\$ 3,000.00
Suzanne Haddad	4707 Highland Ter	Damaged plants	\$ 1,856.00
Travis Thompson	2419 Winsted Ln	Replace privacy fence that was removed	\$ 8,600.00
James Petty	2003 Winsted Ln	Sprinkler head damaged	\$ 211.00
Danette Stein	1907 Winsted Ln	Sprinkler head damaged	\$ 150.00
			Total
			\$ 16,329.64

Exhibit B

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the “Agreement”) is entered into as of the last day set forth on the signature page (the “Effective Date”) by and between Central Texas Regional Mobility Authority (the “Mobility Authority”), and Nadia R Shanaa (“Claimant”). The Mobility Authority and Claimant are referred to herein collectively as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the “Project”);

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the “Contractors”) to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the “Property”);

WHEREAS, Claimant contends that the Mobility Authority’s and/or the Contractors’ activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the “Claim”);

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties’ signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$1,212.64 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

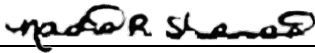
PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 10/14/19

Claimant Name:



By: Nadia R Shanaa
Its: Property Owner

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the "Agreement") is entered into as of the last day set forth on the signature page (the "Effective Date") by and between Central Texas Regional Mobility Authority (the "Mobility Authority"), and R. Hickerson ("Claimant"). The Mobility Authority and Claimant are referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the "Project");

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the "Contractors") to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the "Property");

WHEREAS, Claimant contends that the Mobility Authority's and/or the Contractors' activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the "Claim");

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties' signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$1,300.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 10/11/19

Claimant Name:

Riley Hickerson

By: Alfred Nelson

Its: _____

Dated: _____

Central Texas Regional Mobility Authority

By: _____

Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the "Agreement") is entered into as of the last day set forth on the signature page (the "Effective Date") by and between Central Texas Regional Mobility Authority (the "Mobility Authority"), and Quentin Nowland ("Claimant"). The Mobility Authority and Claimant are referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the "Project");

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the "Contractors") to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the "Property");

WHEREAS, Claimant contends that the Mobility Authority's and/or the Contractors' activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the "Claim");

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties' signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. **Resolution of Claimant's Claim.** The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$3,000.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. **Conditions Precedent.** The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. **Release by Claimant.** Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. **Covenant Not to Sue.** Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. **Attorneys' Fees and Costs.** Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated:

6/28/19

Claimant Name:

By:

Its:

Quentin Nowland
OWNER

Dated: _____

Central Texas Regional Mobility Authority

By: _____

Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the “Agreement”) is entered into as of the last day set forth on the signature page (the “Effective Date”) by and between Central Texas Regional Mobility Authority (the “Mobility Authority”), and Suzanne M. Haddad (“Claimant”). The Mobility Authority and Claimant are referred to herein collectively as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the “Project”);

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the “Contractors”) to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the “Property”);

WHEREAS, Claimant contends that the Mobility Authority’s and/or the Contractors’ activities, actions, or omissions during the construction phase of the Project caused damage to the Property and/or impaired its value (the “Claim”);

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties’ signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$1,856.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known, seen, real, suspected, accrued, fixed, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

a. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 9/16/2019

Claimant Name:

Suzanne M. Haddad
By: Suzanne M. Haddad
Its: _____

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the “Agreement”) is entered into as of the last day set forth on the signature page (the “Effective Date”) by and between Central Texas Regional Mobility Authority (the “Mobility Authority”), and Travis Thompson (“Claimant”). The Mobility Authority and Claimant are referred to herein collectively as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the “Project”);

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the “Contractors”) to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the “Property”);

WHEREAS, Claimant contends that the Mobility Authority’s and/or the Contractors’ activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the “Claim”);

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties’ signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$8,600.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

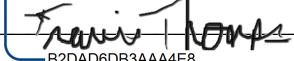
IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 10/21/2019

Claimant Name:

Travis Thompson

DocuSigned by:

By: 
Its: B2DAD6DB3AAA4E8...

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the "Agreement") is entered into as of the last day set forth on the signature page (the "Effective Date") by and between Central Texas Regional Mobility Authority (the "Mobility Authority"), and James B. Petty ("Claimant"). The Mobility Authority and Claimant are referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the "Project");

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the "Contractors") to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the "Property");

WHEREAS, Claimant contends that the Mobility Authority's and/or the Contractors' activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the "Claim");

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties' signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$211.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 10/11/19

Claimant Name:

James B. Petty
By: James B. Petty
Its: _____

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the "Agreement") is entered into as of the last day set forth on the signature page (the "Effective Date") by and between Central Texas Regional Mobility Authority (the "Mobility Authority"), and Michael E. Stein ("Claimant"). The Mobility Authority and Claimant are referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the "Project");

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the "Contractors") to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the "Property");

WHEREAS, Claimant contends that the Mobility Authority's and/or the Contractors' activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the "Claim");

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties' signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$150.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

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i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 10/11/19

Claimant Name:

Danette Pizzini STEIN
By: Danette Pizzini Stein
Its: _____

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____