

# AMENDED RELEASE AND SETTLEMENT AGREEMENT

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

WHEREAS, the Hidalgo County H.I.D.T.A. Task Force (“Releasor”) and Keith Weaver III d/b/a Ivan’s Automotive, (“Releasee”) are currently involved in a dispute involving the theft of a HIDTA motor vehicle (2005 Blue Chrysler 300; Vin#2C3AA53G95H574210) on April 17, 2011, from Releasee’s place of business (2245 S. Closner Blvd., Edinburg, Texas). As the parties did not wish to litigate these matters in a court of law, both entered into a Release and Settlement Agreement and Releasee executed a promissory note dated June 22, 2011. Releasee has delivered two payments of \$500.00 each to Releasor pursuant to the terms of said Release and Settlement Agreement. Subsequently, the subject stolen vehicle was recovered on August 05, 2011 by Pharr Police Department.

WHEREAS, Releasor would like to retain ownership of the subject recovered vehicle and enter into this Amended Release and Settlement with Releasor.

NOW THEREFORE, in consideration for payment of FIVE HUNDRED DOLLARS (\$500.00), previously delivered to and received by RELEASOR, RELEASOR hereby agrees to acquit and forever discharge RELEASEE and his representatives, successors, insurers and assigns, and all other persons, firms or corporations who might be liable from any and all loss of use, claims, demands, charges, costs of court including but not limited to attorney fees, and causes of action of whatsoever nature, whether civil or criminal, or any other legal theory arising out of the theft of the above-referenced vehicle, from any and all liability damages of any kind known or unknown, whether in contract or in tort, property damages and any other damages which have accrued or may ever accrue to RELEASOR and his successors or assigns, for or on account of the facts and subject matter referred to herein, specifically the above-referenced vehicle. Further, RELEASEE agrees to release RELEASOR from any and all rights, title, interests and claims RELEASEE may have in the vehicle upon return of FIVE HUNDRED DOLLARS (\$500.00) to RELEASEE by RELEASOR.

The aforementioned consideration is accepted by the RELEASOR in full satisfaction of all damages or claims owed to RELEASOR by RELEASEE. It is further understood that this is a compromise and settlement of all matters contained in the aforementioned paragraph and a mutual release of any and all claims related to the above referenced occurrence between RELEASOR and RELEASEE.

It is understood that this AMENDED RELEASE AND SETTLEMENT AGREEMENT is an amendment to the original Release and Settlement Agreement previously executed on June 28, 2011.

If is further understood and agreed that there are no promises of any additional payments or of any further benefits to be received by the RELEASOR from RELEASEE, his agents, successors, assigns and/or affiliates other than the consideration recited in this release.


Upon execution of this AMENDED RELEASE AND SETTLEMENT AGREEMENT, RELEASEE is hereby forever released and discharged from the Promissory Note made payable to the County of Hidalgo in the principal amount of \$6,000.00 executed on June 22, 2011.

RELEASOR and RELEASEE are legally competent to execute this release and settlement agreement and are all above the age of eighteen (18) years, that no promise or agreement which is not expressed has been made to either party in executing this release, and that neither party is relying upon any statement or representation of any agent of the parties being released. The parties are relying on their own judgment and have the authority to do so. Both parties have read and understand the entire contents of this release, as well as the legal consequences of this release, and both parties understand that this release shall operate as a full and complete and final release and settlement of any and all claims referred to above with respect to the theft of the subject vehicle currently owned by RELEASOR.

WHEREAS, it is acknowledged, agreed and understood that I have read this full release and that it is a complete, written statement of the terms and conditions of the release.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

By: \_\_\_\_\_  
Valde Guerra  
Hidalgo County Commissioners' Court  
Executive Officer  
RELEASOR

By:   
Keith Weaver III, Individually and as  
Authorized Representative of  
Ivan's Automotive  
RELEASEE