

**GTE SOUTHWEST
INCORPORATED D/B/A VERIZON
SOUTHWEST
Plaintiff,**

V.

**WILLIAMSON COUNTY
Defendant.**

§ **IN THE COUNTY COURT AT LAW**
§
§
§
§
§ **NO. 277**
§
§
§ **WILLIAMSON COUNTY, TEXAS**

**FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT
AND CONFIDENTIALITY AGREEMENT**

**A.
DEFINITIONS**

1. GTE Southwest Incorporated d/b/a Verizon Southwest is a Plaintiff in the above-entitled and numbered cause.
2. Williamson County is a Defendant in the above-titled and numbered cause, and is a Texas political subdivision.
3. "Plaintiff" as used herein shall mean all parties identified hereinabove as Plaintiffs and who are parties to this Agreement, and shall include any and all "Derivative Claimants" and "Entities" as defined below.
4. "Defendant" as used herein shall mean all parties identified hereinabove as Defendants and who are parties to this Agreement, and shall include any and all "Entities" as defined below.
5. "Derivative Claimants" shall mean any person or entity acting by, through, or under a Plaintiff (including by reason of marriage or family relationships, any such person), or any of the Entities of a Plaintiff.

6. "Entities" of a party shall mean those persons and/or entities (whether now in existence or not), and which are or were formerly owned or controlled, in whole or in part, directly or indirectly, by a party to this Agreement, or any Derivative Claimant, and their respective entities, employers, employees, directors, shareholders, officers, assigns, predecessors, successors, attorneys, representatives or agent of such persons and/or entities.

7. "Lawsuit" shall mean the above-entitled and numbered cause, pertaining to damage to Plaintiff's underground cable that occurred during Defendant's road improvement activities on County Road 140 on or about November 21, 2008.

8. "Representatives" of a person or entity shall mean and include all of that person's or entity's past or present principals, agents, servants, employees, attorneys, consultants, experts, partners (both general and/or limited), equity participants, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, estates, beneficiaries, heirs, devisees, legatees, trustees, and personal representatives.

9. "Settlement Agreement" shall mean this Full and Final Settlement Agreement and Mutual Release by and between the parties hereto.

**B.
CONTRACTUAL RECITALS AND
STATEMENT OF PURPOSE**

WHEREAS, Plaintiff has initiated the Lawsuit against Defendant, alleging various causes of action; and

WHEREAS, Defendant has denied, and continues to deny, all such allegations by Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest; and

WHEREAS, this Settlement Agreement, and the execution hereof, does not, and is not

intended to be, construed to be, or is an admission of any fault or wrongdoing by or on behalf of Plaintiff or Defendant, all such claims having been expressly denied heretofore, and the parties continue to deny the same; and

WHEREAS, all provisions of this Settlement Agreement and Mutual Release are contractual in nature, and not mere recitals only; and

WHEREAS, the purpose of this Settlement Agreement is to set forth and embody a negotiated compromise, settlement, and release, as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the incorporation of the above Recitals, the parties hereto agree as follows:

C.

PERSONS AND ENTITIES BOUND BY THIS SETTLEMENT AGREEMENT

1. Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest understands and agrees that by execution hereof, the terms of this Settlement Agreement are binding upon Plaintiff and upon all representatives, successors and assigns of Plaintiff.
2. Defendant, Williamson County understands and agrees that by execution hereof, the terms of this Settlement Agreement are binding upon Defendant and upon all representatives, successors and assigns of Defendant.
3. Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, represents and warrants that Plaintiff has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

4. Defendant, Williamson County, represents and warrants that Defendant has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

**D.
NO OUTSTANDING CLAIMS**

1. Plaintiff GTE Southwest Incorporated d/b/a Verizon Southwest, warrants and represents that Plaintiff has no awareness of the existence of any actual or potential claim, demand, suit, cause of action, charge or grievance possessed by Plaintiff, which is not subject to and fully released by this Settlement Agreement, except for matters as may be expressly excluded in this Settlement Agreement, that concerns or relates in any way, directly or indirectly, to the Lawsuit.

2. Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, warrants and represents that Plaintiff has not assigned, authorized or transferred (in any way, whether directly or indirectly) any claims, demands, suits, causes of action, charges, or grievances of any kind or character, which Plaintiff had or may have had prior to and including the Effective Date against Defendant, Williamson County. Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, neither has nor owns any part of any actual or potential claims, demands, suits, causes of action, charges, or grievances of any kind or character against Defendant which are not subject to and released by this Settlement Agreement.

**E.
CONSIDERATION**

1. In consideration of the total sum of \$4,000.00 (Four Thousand and No/100 Dollars) from Defendant, the receipt and sufficiency of which is hereby acknowledged by Plaintiff, and in consideration of the mutual agreements, conditions, representations, warranties, recitals, covenants

and statements of intention contained herein, Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest hereby accepts the above-referenced payment in full settlement, compromise and release of all claims as arising out of or in connection with the Lawsuit, pursuant to this Settlement Agreement, against Defendant, Williamson County.

2. Defendant shall tender such sum in the following manner: thirty (30) days after the Effective Date of this Agreement, Defendant shall deliver a check for the total amount of the settlement sum, payable to Plaintiff's attorney, as Trustee.

3. Upon receipt of the above recited consideration by Plaintiff, the counsel for the parties hereto will sign and enter a Joint Motion for Nonsuit and Voluntary Dismissal and Agreed Order of Nonsuit regarding all claims advanced in the Lawsuit, copies of which Motion and Agreed Order are attached hereto and incorporated herein for all purposes as Exhibits.

4. Each party agrees to be solely responsible for the payment of their respective attorney's fees, court costs, expert witness fees, court reporter's fees, and all other expenses incurred on said party's behalf as a result of or in connection with the Lawsuit and/or this Settlement Agreement.

**F.
MUTUAL RELEASE**

Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, and Defendant, Williamson County, hereby covenant, agree and consent to the following:

1. The intent of the parties hereto is that each person or entity executing this Settlement Agreement shall, by reason of such execution, be entirely free of any and all actual or potential claims, suits, demands, causes of action, charges or grievances of any kind or character, regardless of the nature or extent of the same, arising out of the Lawsuit.

2. Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, hereby fully and finally **RELEASES, ACQUITS, AND FOREVER DISCHARGES** Defendant, Williamson County (any of Defendant's representatives), and Plaintiff further covenants not to assert in any manner against any of such persons or entities released hereby, any and all actual or potential claims held by Plaintiff, against Defendant, and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by any such party hereto prior to and including the date hereof, and in any manner (whether directly or indirectly) arising from or related to the Lawsuit.

3. Defendant, Williamson County, hereby fully and finally **RELEASES, ACQUITS, AND FOREVER DISCHARGES** Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest (and Plaintiff's representatives), and Defendant further covenants not to assert in any manner against any of such persons or entities released hereby, any and all actual or potential claims held by Defendant against Plaintiff and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by any such party hereto prior to and including the date hereof, and in any manner (whether directly or indirectly) arising from or related to the Lawsuit.

G. INUREMENT

It is understood and agreed that this Settlement Agreement shall inure to the benefit of Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest and/or the representatives of Plaintiff. No other person or entity is intended to benefit by or be deemed a third-party beneficiary of this Settlement Agreement.

H.

EXPRESS DENIAL OF LIABILITIES

Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, and Defendant, Williamson County and/or their representatives, understand and agree that no payment made nor released pursuant to the terms of the Settlement Agreement, or other consideration given shall be intended to be, nor shall be construed to be, an admission of liability and any and all such liability is expressly denied.

I.

SEVERABILITY

If any one or more of the provisions of this Settlement Agreement, or the application of any such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of this Settlement Agreement, and the application of such provision to persons, entities, or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable provision hereof shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties hereto regarding such provision.

J.

ENTIRE AGREEMENT OF THE PARTIES

This Settlement Agreement constitutes the entire agreement and understanding of Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest and Defendant, Williamson County and/or representatives, with respect to the transactions contemplated hereby, and supersedes all prior

agreements, arrangements, and understandings related to the subject matter hereof, including but not limited to, the Lawsuit. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which is not embodied in this Settlement Agreement or in connection with the transactions contemplated hereby, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Settlement Agreement shall be binding upon, inure to the benefit of, and be enforceable by Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest and Defendant, Williamson County, and/or their representatives.

**K.
GOVERNING LAW**

This Settlement Agreement shall be construed in accordance with the governing laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Settlement Agreement shall lie in Williamson County, Texas.

L.

FULL UNDERSTANDING AND AGREEMENT

EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE (INCLUDING EXHIBITS) AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD,

WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

N.
EXECUTION AND EFFECTIVE DATE

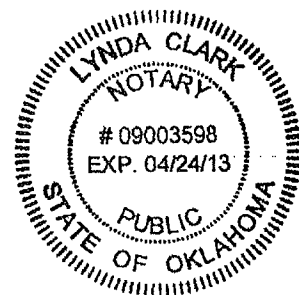
This Settlement Agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties hereto have executed this Full and Final Settlement Agreement and Mutual Release on the dates set forth opposite their names, to be effective as of the last date of due execution.

Dayna Tremann
Dayna Tremann, as ^{Legal Rpt}~~Tenn Law~~ of GTE
(Name) (Title)
Southwest Incorporated d/b/a Verizon Southwest,
Plaintiff

STATE OF ~~TEXAS~~ Oklahoma §
COUNTY OF Oklahoma §

On this 25th day of Feb, 2011, before me, the undersigned notary public, personally appeared Dayna Tremann, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

Lynda Clark
Notary Public, State of ~~Texas~~ Oklahoma



Dan A. Gattis, as County Judge of Williamson
County,
Defendant

STATE OF TEXAS

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COUNTY OF _____

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On this _____ day of _____, _____, before me, the undersigned
notary public, personally appeared Dan A. Gattis, known to me to be the person whose name is
subscribed to the within instrument and acknowledged that he executed the same for the purposes
therein contained.

Notary Public, State of Texas