

STATE OF TEXAS

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COUNTY OF WILLIAMSON

AMENDMENT TO COMPROMISE SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Williamson County, Texas (“the County”); W. Paul Reed, Cecil D. Reed and Jean L. Reed, Individually and as Co-Trustees of The Cecil D. Reed and Jean L. Reed Revocable Living Trust (“the Reeds”); James R. Smith and Patricia Smith (“the Smiths”); and Michael A. Hallmark (“Hallmark”), collectively referred to herein as “the Parties,” entered into a Compromise Settlement Agreement and Release executed on October 20, 2015 (“the Agreement”);

WHEREAS, Jean L. Reed passed away after the signing of the Agreement, but before the execution of this document and is, therefore, not a signatory to this document;

WHEREAS, the Parties desire to amend the Agreement as set forth in this Amendment to Compromise Settlement Agreement and Release (“Amendment”);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. The Parties agree to change the location of the fencing on the eastern side of the roadway from the eastern line of the right-of-way to the eastern line of the drainage easement. This change will allow the County to access the drainage ditch without entry into the Reeds’ fenced off property. Therefore, there is no longer a necessity for the 15-foot wide access and maintenance license referenced in Section 6(c) of the Agreement and included in the Drainage Easements and Grant of License for Access and Maintenance document filed in the Official Public Records of the Williamson County Clerk’s Office (Instrument No.

2017044639). The County will execute and record in the Official Public Records of the Williamson County Clerk's Office a release of the access and maintenance license.

2. The Parties agree that the County shall install two (2) driveway platforms on either side of the roadway with adequate culvert size to allow passage over the drainage easement. The purpose of the driveway platforms is to allow the gates described in Section 6(b) of the Agreement to be installed by the Reeds in a manner that will be level with the roadway. The Reeds will provide the location. Maintenance, additions, changes, repairs, or removal of the driveway platforms after installation will be the responsibility of the Reeds.
3. The Parties agree that, with regard to the settlement payment of the lowest-priced, qualified estimate for the construction and installation of fencing and gates referenced in Section 6(f) of the Agreement, if the Reeds prefer that the payment be made to the contractor directly, the Reeds may provide the County with an invoice from the contractor to the Reeds and direct the County in writing to pay the contractor directly. The County has accepted the \$16,500.00 estimate from AA Fence Co./Andrew Amburn ("contractor") as the lowest-priced, qualified estimate provided by the Reeds. The County will only pay \$16,500.00 towards the construction and installation of the fencing and gates and this is the only obligation of the County as to the fencing and gates. To whom the County pays these monies is at the sole direction and responsibility of the Reeds. Any changes or additions to the construction or installation of the fencing and gates that exceed the \$16,500.00 paid by the County will be the responsibility of the Reeds and not the responsibility of the County. The fencing and gates are the property and responsibility of the Reeds and any future maintenance, additions, changes, repairs, or removal of the fencing and/or gates will be the responsibility of the Reeds and not the responsibility of the

County. The payment of the \$16,500.00 by the County does not constitute a warranty or guarantee as to the contractor or the services provided by the contractor, including the quality of the construction and installation of the fencing and gates. Any claim/complaint as to the quality or completion of work by the contractor is solely between the Reeds and the contractor and is not the responsibility of the County.

4. The Parties acknowledge that the County will open the roadway to public traffic on Friday, December 8, 2017. The Reeds will ensure that their livestock are confined away from the roadway until the completion of the construction and installation of the fencing and gates and will not permit the contractor to fully block the roadway during the construction and installation of the fencing and gates. Should the contractor require use of the roadway during the construction and installation of the fencing and gates, the Reeds will ensure that one lane of the roadway remains fully open and passable at all times, that the contractor only utilizes the amount of roadway space necessary to do the work, and that the contractor uses industry traffic controls.
5. All other terms, conditions, and covenants of the Agreement shall remain the same and shall continue in full force and effect.

EXECUTED this 12th day of December, 2017 (with the execution date being the date of signature by the Williamson County Judge).

WILLIAMSON COUNTY, TEXAS

By: 
County Judge, Dan A. Gattis

Date signed: 12-12-17

AND

W. PAUL REED

CECIL D. REED, Individually and as
Trustee of the Cecil D. Reed and Jean L.
Reed Revocable Living Trust



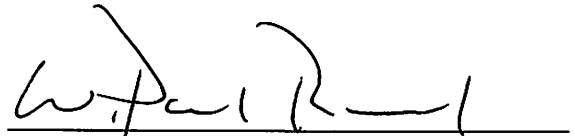
JAMES R. SMITH

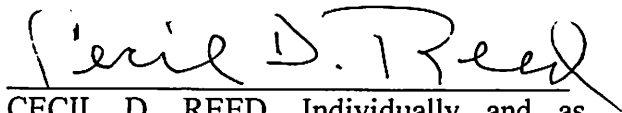


PATRICIA SMITH



MICHAEL A. HALLMARK


W. PAUL REED


CECIL D. REED, Individually and as
Trustee of the Cecil D. Reed and Jean L.
Reed Revocable Living Trust

JAMES R. SMITH

PATRICIA SMITH

MICHAEL A. HALLMARK