## GENERAL RELEASE OF CLAIMS

THIS GENERAL RELEASE OF CLAIMS ("Agreement") is between **DAN A. GATTIS** ("GATTIS") and the WILLIAMSON COUNTY COMMISSIONERS COURT AND WILLIAMSON COUNTY, TEXAS, (hereinafter collectively referred to as the "PARTIES").

WHEREAS, the Parties desire to amicably resolve all claims and avoid the further expense involved in litigating the matter.

NOW THEREFORE, the Parties agree as follows:

- 1. WILLIAMSON COUNTY, TEXAS / WILLIAMSON COUNTY COMMISSIONERS COURT have agreed to pay \$87,000.00 to GATTIS following the execution of this General Release of Claims.
- 2. GATTIS in return for the payment of \$87,000.00, releases and discharges WILLIAMSON COUNTY, TEXAS and the WILLIAMSON COUNTY COMMISSIONERS COURT, their members, employees, insurers, agents, assigns, executors, predecessors, successors, and representatives ("Released Parties"), of and from any and all claims, demands, damages, injuries, losses, debts, obligations, expenses, fees, interest, cost, actions, causes of action, or suits at law or in equity, of whatsoever kind or nature, whether based on statute, common law or otherwise, known or unknown, foreseen or unforeseen, for or because of any matter or thing done, omitted, or suffered to be done by said persons and entities prior to and including the date hereof in relation to the alleged wrongful prosecution by the Williamson County Sheriff and the Williamson County Attorney against GATTIS.
- 3. GATTIS agrees that he has had a sufficient opportunity to thoroughly discuss the implications of this Agreement with independent attorneys and advisors of his choice prior to signing this letter agreement. GATTIS has this right and is encouraged to do so. In signing this agreement, GATTIS agrees that he has not been induced to execute this agreement by any representations or agreements made by any person other than what is expressly set forth in this letter agreement. By signing below, GATTIS affirms that he has had the opportunity to discuss all aspects of this Agreement with his attorney and that he completely understands the rights being relinquished by this Agreement.
- 4. The PARTIES agree that nothing in this Agreement will be taken as an admission of liability with respect to any matter between the PARTIES. The PARTIES further agree that no release contained herein shall be admissible in any judicial, administrative, or other proceeding or cause of action as an admission of liability by any persons released by this agreement.
- 5. This Agreement contains the entire agreement of the parties and supersedes any prior understandings, agreements or representations of the parties that relate in any way to the matters set forth herein. This Agreement may not be amended, modified or supplemented except in writing signed by both parties.

- 6. This Agreement shall be binding upon each party and their respective executors, administrators, personal representatives, heirs, successors and assigns. The PARTIES affirmatively state that they agree to all of its terms, and to be bound by all of its terms. GATTIS further acknowledges receipt of a copy of the Agreement and the sufficiency of the consideration and payment recited by it.
- 7. The PARTIES represent that they have not assigned to any other person, any of the foregoing claims and that they have the full right to grant this release.
- 8. This Agreement shall be interpreted in all respects by the internal laws of the State of Texas, excluding its choice of law rules, and the venue shall be solely in Williamson County, Texas.
- 9. Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent consistent with the expressed desire of the PARTIES to resolve, release and extinguish forever all claims and potential claims that they have or may have against or among one another.

IN WITNESS WHEREOF, the PARTIES have signed this Agreement on the dates set forth below.

DAN A. GATTIS

DAN A GATTIS

Date

WILLIAMSON COUNTY, TEXAS and the WILLIAMSON COUNTY COMMISSIONERS COURT

By:

Bill Gravell, Jr.,

Williamson County Judge

8-30-20

Date