



AGENDA ITEM

June 9, 2020

Consider, possibly approve and authorize the County Judge to execute a Settlement Agreement and Release for Property Damage between Jefferson County and Joseph Enriquez for property damage incurred at the Jack Brooks Regional Airport.

SETTLEMENT AGREEMENT AND RELEASE FOR PROPERTY DAMAGE ONLY

This Settlement Agreement and Release for Property Damage Only (hereinafter "Agreement") is entered into by and among Jack Brooks Regional Airport (hereinafter "Releasor"), Saul Mondragon and Emiliano Mondragon (hereinafter "Releasee"), and Texas Farm Bureau Casualty Insurance Company, Texas Farm Bureau Mutual Insurance Company, Texas Farm Bureau Underwriters, Farm Bureau County Mutual Insurance Company of Texas (hereinafter collectively "Company"). On or about the 8th day of December, 2019, property belonging to Releasor was damaged in an accident occurring at or near 5000 Jerrware Drive in the city of Beaumont (location) in the State of Texas (hereinafter "Accident").

In consideration of payment(s) by Company to Releasor of Six Thousand and Three Hundred Dollars and Zero Cents(\$6,300.00), Releasor hereby completely releases and forever discharges Releasee and Company, its agents and employees from any and all past, present or future claims, demands, obligations, causes of action, damages, costs, and expenses of any nature whatsoever, whether based on tort, contract or any other theory of recovery, which Releasor now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of any damage to property, including but not limited to loss of use thereof, arising out of the Accident described above.

It is understood and agreed that neither this Agreement nor any payment made pursuant hereto is to be taken as admission of liability on the part of Releasee.

RELEASOR AGREES TO INDEMNIFY AND HOLD HARMLESS RELEASEE AND COMPANY FROM CLAIMS OR ACTIONS FOR PROPERTY DAMAGE MADE AGAINST RELEASEE OR THE COMPANY ARISING FROM THE ACCIDENT DESCRIBED HEREIN REGARDING ANY PROPERTY OWNED BY OR OF RELEASOR.

This Agreement contains the entire agreement between the parties hereto, and the terms of this instrument are contractual and not a mere recital.

This Agreement shall be binding upon Releasor, his/her/their legal representatives, heirs, successors, beneficiaries, and assigns, if any. Releasor hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full, fair and compromise settlement of any and all claims, disputed or otherwise, on account of all damages to property arising out of the above described Accident. All parties agree to execute any and all supplementary documents and to take all supplementary steps to give full force and effect to the basic terms and intent of this Agreement.

This Agreement is executed on this the 29th day of May, 2020.

Releasor:

Company:

By: _____
Printed Name: Joseph Enriquez
Title: Claims Representative

State of Texas

County of _____

On this the _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person(s) who executed the foregoing document as his/her/their free act and deed.

Notary Public: _____

My commission expires: _____