



BNSF RAILWAY COMPANY

RELEASE AND SETTLEMENT AGREEMENT

1. FOR THE SOLE CONSIDERATION OF **repairs and other good and valuable services provided**, the receipt and sufficiency of which is hereby acknowledged, **Fort Bend County, Texas** does hereby release and forever discharge BNSF Railway Company (hereafter "BNSF"), and any predecessor or successor companies, affiliated, related, subsidiary, and parent companies, specifically including any officers, directors, employees or agents ("Releasees") from any and all demands, claims, suits, actions, causes of action, liens, debts, assessments, liabilities, judgments, fines, costs, damages, latent damages, and expenses (including without limitation, all legal fees, interest and penalties), known or unknown, of any and every character and nature whatsoever, whether based on negligence, gross negligence, punitive damages, fraud, liability under any local, federal or state environmental law or regulation, or any claim or matter directly or indirectly attributed to, or on account of, arising or relating to the presence of Releasees on the property in question arising out of the following:

The derailment on December 28, 2016, at or near Steep Bank Trace, in the Sienna Plantation development, in or near Missouri City, Fort Bend County, Texas; and any damages associated with the response and repairs following the derailment.

2. The consideration above, and set forth in more detail in the attached "Exhibit A," is accepted by Fort Bend County, Texas in compromise settlement of disputed claims and such consideration is not an admission of liability by BNSF and Releasees as to any of the aforementioned claims.
3. Further, in consideration of the repairs performed and other good and valuable services provided, in this settlement, Fort Bend County, Texas confirms that it is the owner of Steep Bank Trace, in the Sienna Plantation development, in or near Missouri City, Fort Bend County, Texas, and that Fort Bend County, Texas has not assigned any claim to a third party.
4. It is further understood that this Release cannot be in any way modified except in writing executed by all parties and this release is and shall remain final and absolute as an indivisible lump-sum compromise settlement for any and all claims, damages, or causes of action described herein.
5. I understand that this Release is a complete agreement between BNSF and Fort Bend County, Texas. This Release is executed without reliance upon any statement, representation or claim made by BNSF or any agent of BNSF including the representative negotiating this settlement, except such representation as set forth in this Release.
6. In making this settlement, Fort Bend County, Texas is not relying upon any statement made by any agent of BNSF as to the nature and extent of damages to Steep Bank Trace, in or near Missouri City, Fort Bend County, Texas.
7. This Release shall be governed by the substantive laws of the State of Texas, without regard to conflicts of law principles. Fort Bend County, Texas hereby submits to the jurisdiction of the State of



Texas, for the purpose of adjudicating any dispute arising under this Release or any interpretation thereof.

8. Fort Bend County, Texas FURTHER HEREBY ACKNOWLEDGES that it entered into this compromise settlement and have made, executed and delivered this Release with full knowledge and understanding of the nature and legal effect of each of the same and of all rights.

**NO PROMISE OF ANY KIND OTHER THAN AS RECITED HEREIN HAS
BEEN MADE IN CONNECTION WITH THIS SETTLEMENT**

_____, _____

Robert E. Hebert
Fort Bend County Judge

ATTEST:

Laura Richard
Fort Bend County Clerk

ACKNOWLEDGMENT

State of Texas



County of Fort Bend

On this _____ day of _____, 2017, before me,
_____ personally appeared **ROBERT E.**

HEBERT, Fort Bend County Judge, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument to be His or Her free act and deed.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public _____

Signature _____

My Commission Expires _____

(Seal)



| For Administrative Use | |
|--|---------------------|
| Claim No. | FORT 0122816 |
| Draft No. | N/A |
| Issued by: | N/A |
| Amount of Draft | \$0.00 |
| Gross Settlement Amount (shown on pg. 1) | \$0.00 |
| RRB Lien | \$0.00 |
| RRB Tax (If any) | \$0.00 |
| SSB (Supplemental Sickness Benefits) | \$0.00 |
| Advancements | \$0.00 |
| Any other liens or deductions | \$0.00 |

Exhibit A

- Breakout and removal of 257' of Damaged Curb and debris associated with job. Saw Cut 134' of road at full depth, (7") to prep for breakout
- Breakout and removal of existing Section of Road and all concrete/debris associated with job. (9'x 116') = 1044 SQFT
- The existing 6" of stabilized subgrade will also be excavated, removed, and hauled off.
- Sub-grade will be proof rolled to assure proper density.
- Install 6" of stabilized sand.
- Compact and test to assure density proctor per Fort Bend County Specifications.(Lab will be present during installation)
- New Concrete Road will consist of 3500 p.s.i. concrete and will be 7 " thick . # 4 rebar will be used for reinforcement and placed 18" on center.
- 257' of New Concrete Curb will consist of 3500 p.s.i. concrete and will be 6 " thick and 6" tall. # 4 rebar will be used for reinforcement and placed 18" on center.
- Install Raised Pavement Markers in the Immediate area

***Bid includes Pulling permits and providing all necessary Traffic Control Specifications needed until project is completed.

***Lab will be present when new concrete is poured, and will be set up and provided by Century Concrete Construction.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BNSF Railway Company
Fort Worth, TX United States

Certificate Number:
2017-189454

Date Filed:
04/07/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

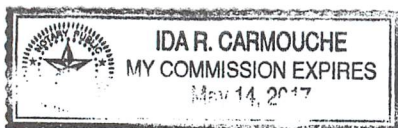
Steep Bank Trace repairs
Release Agreement

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Piggott, Julie | Fort Worth, TX United States | X | |
| | Nober, Roger | Fort Worth, TX United States | X | |
| | Freeman, David | Fort Worth, TX United States | X | |
| | Bobb, Stevan | Fort Worth, TX United States | X | |
| | Ice, Carl | Fort Worth, TX United States | X | |
| | Rose, Matthew | Fort Worth, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Denise Poole

Signature of authorized agent of contracting business entity



Sworn to and subscribed before me by the said DENISE POOLE, this the 7th day of April, 2017, to certify which, witness my hand and seal of office.

Ida R. Carmouche
Signature of officer administering oath

Ida R. CARMOUCHE
Printed name of officer administering oath

Notary
Title of officer administering oath