

SEPARATION AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

THIS AGREEMENT AND RELEASE is made by and between the Denton Central Appraisal District ("DCAD"), a political subdivision of the State of Texas located in Denton County, Texas, and Hope McClure ("McClure"). This Agreement and Release is the final agreement between DCAD and McClure, and it controls the relationship between DCAD and McClure after the date of this Agreement and Release.¹

THIS AGREEMENT AND RELEASE CONTAINS A RELEASE AND WAIVER OF YOUR RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT AS WELL AS OTHER FEDERAL, STATE AND LOCAL LAWS PROTECTING EMPLOYEE RIGHTS. IF YOU SIGN THIS AGREEMENT AND RELEASE, YOU ARE WAIVING ALL OF YOUR RIGHTS TO ASSERT ANY CLAIMS UNDER THESE LAWS. PLEASE READ THIS AGREEMENT AND RELEASE CAREFULLY AND, IF YOU WISH, SEEK THE ADVICE OF AN ATTORNEY REGARDING THE LEGAL EFFECT OF SIGNING THIS AGREEMENT AND RELEASE.

PURPOSE OF AGREEMENT AND RELEASE

The purpose of this Agreement and Release is to: (1) document and finalize the conclusion of the employment relationship between McClure and DCAD; (2) obtain a release of any claims McClure might have against DCAD and its Board of Directors, supervisors, employees, insurers, and agents; and (3) compensate McClure for the abandonment and release of any and all claims against DCAD, its agents, and its insurers, including any claims arising from McClure's employment with DCAD.

RECITALS

McClure acknowledges that she has been on paid administrative leave from her position as Chief Appraiser for DCAD since September 14, 2022;

McClure acknowledges that the Board Meeting on October 13, 2022, at which DCAD authorized counsel to provide McClure with this Agreement and Release, was properly posted;

McClure acknowledges that she elected to discuss her employment with DCAD during executive session at the Board Meetings on September 13, 2022;

¹ DCAD acknowledges that, as part of its regular practice, it will continue to provide a defense for McClure in connection with the investigation of complaint number PTP2022-5537, should any further action be necessary. DCAD will also continue to defend the lawsuits brought by Mavex Shops of Flower Mound, LP, in connection with 2020 and 2021 valuations. To the extent it may be permitted to do so by applicable law, DCAD agrees to provide a defense for McClure in any legal proceedings brought against McClure relating to lawful acts by McClure in her role as Chief Appraiser for DCAD in connection with 2020, 2021, and 2022 valuations, unless any such proceedings are based on McClure having committed official misconduct, having engaged in fraud, having committed a willful or wrongful act or omission constituting gross negligence, having acted in bad faith, or having violated law or Board policy.

McClure acknowledges that various entities in Denton County have expressed dissatisfaction with her performance as Chief Appraiser for DCAD and desire a change of leadership for DCAD;

McClure wishes to resign from her position as Chief Appraiser of DCAD, and DCAD agrees to accept McClure's resignation from her position as Chief Appraiser of DCAD.

NOW, THEREFORE, in consideration of the mutual representations, promises and agreements contained herein, including the recitals set forth above, and with the express intention of settling and extinguishing all obligations, demands, claims, causes of action and liability of whatever nature relating to McClure's employment with DCAD up to the effective date of McClure's resignation under this Agreement and Release, McClure and DCAD voluntarily agree as follows:

AGREEMENT AND RELEASE

1. Resignation from Chief Appraiser Position. McClure agrees to resign from her position as Chief Appraiser for DCAD effective on November 15, 2022. DCAD agrees to accept McClure's resignation, effective on November 15, 2022. McClure will be on paid leave through the effective date of her resignation and the paid leave will not be counted against her accrued paid time off prior to the date of her resignation under this Agreement and Release.

2. Payments and Continuation of Certain Benefits. In consideration for McClure's agreement to resign from her position as Chief Appraiser for DCAD and the release of all claims by McClure, as well as the other promises, agreements, and consideration provided herein, McClure shall be paid (provided this Agreement and Release is not revoked in accordance with Paragraph 18 hereafter) a total severance payment in the gross amount of \$126,528.50. DCAD will also provide McClure with a payment in the gross amount of \$26,323.00 for McClure's accrued paid leave as of the date of this Agreement. These payments are subject to employer tax withholding and TCDRS withholding. The net payments will be sent to McClure no later than December 31, 2022. DCAD also agrees to permit McClure and her dependents to participate in the Retirement Health Insurance program that DCAD makes available to its retirees. In connection with this Agreement, DCAD waives the requirement that the employee must be eligible to receive retirement benefits from TCDRS upon receipt of her last payment for salaries as a full-time employee in order to participate in DCAD's Retirement Health Insurance program. Starting on December 1, 2022, McClure will be responsible for timely tendering to DCAD all premiums for the remainder of her eligibility for the Retirement Health Insurance program. McClure and her dependents will cease to be eligible to participate in DCAD's Retirement Health Insurance program on McClure's 65th birthday.

3. Tax Consequences. McClure acknowledges and agrees that: (1) DCAD and/or its counsel have made no representations to McClure regarding the tax consequences of the payments to be made pursuant to Paragraph 2 of this Agreement and Release; and (2) McClure is ultimately responsible for determining the taxability of the payments referred to in Paragraph 2 above, and for paying taxes (federal, state or otherwise), if any, which are determined to be owed by any taxing authority with respect to such payment. The payment to McClure of the amounts described in Paragraph 2 of this Agreement and Release will be reported on an IRS Form W-2 and treated as wages for purposes of income and employment tax withholding. If any taxing

body (including, but not limited to, the Internal Revenue Service) determines that amounts should have been (but were not) withheld from any payment described in Paragraph 2 hereof, or that any funds were improperly issued to McClure, then McClure acknowledges and assumes all responsibility for the payment of any taxes, interest, penalties, or other amounts that were not withheld or were improperly issued with the exception of any required employer wage tax withholdings. McClure agrees to indemnify and hold DCAD harmless for the amount and payment of any taxes, interest, penalties, or assessments associated therewith except for any related to the required employer wage tax withholdings.

4. No Further Obligations. Payment of the aforementioned sums by DCAD to McClure and the opportunity for McClure and her dependents to participate in DCAD's Retirement Health Insurance program shall constitute full and final satisfaction of DCAD's obligations to McClure. McClure acknowledges that, as of the date of her execution of this Agreement and Release, she has been paid all wages and benefits and has been granted all leave owed to her by DCAD.

5. Separation Paperwork. McClure agrees to complete and execute all of the necessary forms and paperwork for DCAD to complete the employment separation process and authorizes DCAD's Human Resources Department to complete the paperwork required by DCAD in her absence with copies of the separation documents forwarded to McClure for appropriate verification.

6. Return of DCAD Property. McClure represents, warrants, and agrees that she has returned to DCAD all keys, credit cards, books, records, computers, if any, and any other property, if any, of DCAD in McClure's possession. McClure agrees that the consideration enumerated in Paragraph 2 is conditioned upon receipt from McClure of all such items and authorizes DCAD to withhold such payment until all items are returned or submitted.

7. Personal Effects. McClure confirms that she has removed all personal effects and personal property from DCAD.

8. Reference Requests. DCAD agrees that if any persons, including potential employers, contact the Board of Directors of DCAD for a reference, the information provided about McClure by the Board of Directors of DCAD will be limited to a neutral reference, which includes the time period of employment and the position held.

9. Future Employment. McClure agrees that she will not apply for any position with DCAD and will not seek future employment with DCAD in any capacity.

10. Assistance and Cooperation. McClure agrees to provide assistance to and cooperate with DCAD, its Board of Directors, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action, or legal proceeding brought against DCAD, its Board of Directors, or agents, as a result of McClure's actions, at no additional expense to DCAD. Requests for assistance from McClure with respect to such matters shall be made through the Chair of the Board of Directors and/or legal counsel for DCAD.

11. No Retaliation or Disparagement. McClure agrees that she and her attorneys and/or agents will not retaliate against, harass, or defame in any manner, directly or indirectly,

personally or through third parties, any current or former employee, Board Member, attorney, or officer of DCAD. In addition, the McClure shall not make, participate in the making of, or encourage any other person to make, any statements, written or oral, which criticize, disparage, or defame the goodwill or reputation or, or which are intended to embarrass or adversely affect the morale of, DCAD, DCAD's Board of Directors, DCAD employees, or any other agent of DCAD, unless required to by law. McClure further agrees not to make any negative statements, written or oral, relating to her employment, resignation, or any aspect of her employment with DCAD, unless required by law.

12. No Admission. This Agreement and Release is entered voluntarily between McClure and DCAD, and the parties hereto understand and agree that the terms of this Agreement and Release are contractual and not merely recitals. McClure and DCAD further understand and agree that no statement or consideration given shall be construed as an admission of any liability or wrongdoing on behalf of either party.

13. Legal Counsel. McClure represents and agrees that she has been advised in writing to consider the terms of this Agreement and Release and to consult with her legal counsel, prior to executing this Agreement and Release. McClure further acknowledges that she has been given adequate time to seek legal counsel and that, (1) she has been specifically advised by her legal counsel of the consequences of this Agreement and Release prior to the time she has executed this Agreement and Release, or (2) she has chosen not to seek the consultation of legal counsel.

14. Entire Agreement. This document constitutes and contains the entire agreement and understanding concerning McClure's employment with DCAD, voluntary resignation from the same, and the other subject matters addressed herein between McClure and DCAD. This Agreement and Release supersedes and replaces any and all prior negotiations, agreements, understandings, or discussions, whether or oral or written, express or implied, concerning the subject matter hereof. McClure and DCAD each acknowledge that no representations have been made to them which are not contained in the Agreement and Release, that they have not signed this Agreement and Release in reliance on any representation not expressly set forth in this Agreement and Release, and that any representations of any kind not contained in this Agreement and Release shall not be valid or binding, unless, following the signing of this Agreement and Release, the parties put such a modification in a writing signed by both an authorized representative of DCAD and McClure.

15. No Transfer of Rights. McClure and DCAD acknowledge and represent that each respective party is legally competent to execute this Agreement and Release. McClure hereby acknowledges and represents that she has not assigned or otherwise transferred to any other person or entity any interest in any claim, demand, action, and/or cause of action she has, may have, or may claim to have against DCAD, and McClure agrees to indemnify and hold harmless all persons or corporate entities released in this Agreement and Release from any and all injuries, harm, damages, costs, losses, expenses, and/or liability, including reasonable attorneys' fees and court costs incurred as a result of any claims or demands which may hereafter be asserted against any such released persons or entities by, through, or by virtue of, an assignment or other transfer by McClure.

16. Voluntary Agreement. McClure and DCAD stipulate that this Agreement and Release has been entered into voluntarily and not as a result of coercion, duress, undue influence, or reliance upon any statement, promise, or representation not specifically included in this Agreement and Release.

17. Waivers and Releases.

(a) Released Parties. By means of this Agreement and Release, McClure releases claims against DCAD, along with its current and former affiliates, affiliated entities, agents, heirs, Board of Directors, individual directors, employees, fiduciaries, assigns, representatives, officers, insurers,² attorneys, and any other person acting on behalf of the Board of Directors or DCAD (hereinafter collectively referred to as the "Released Parties").

(b) General Release. Expressly, as part of the consideration for this Agreement and Release, McClure, her heirs, successors, and assigns hereby releases and discharges the Released Parties, both individually and in their official capacities, from any and all past, present or future claims, demands and causes of action of any kind or character which McClure now has or may have, whether based in tort, contract, extra contractual, statutory, administrative, or any other theory of recovery, whether known or unknown, related to McClure's employment with DCAD.

(c) General Employment Release. McClure further agrees and understands that this Agreement and Release constitutes a waiver, compromise and release and resolves all rights of McClure relating to her employment with DCAD. It is understood and agreed that this Agreement and Release shall become, and is considered to become, a bar to the prosecution of any administrative appeal, any lawsuit, or any other claim of any and every nature whatsoever arising prior to the execution of this Agreement and Release. McClure understands that this release does not prevent DCAD from initiating and/or participating in any investigation and/or proceeding regarding any conduct by McClure.

(d) Specific Employment Release. In exchange for the consideration described herein, which McClure specifically acknowledges to be sufficient consideration to support this Agreement and Release, McClure hereby irrevocably and unconditionally **WAIVES, RELEASES, ACQUITS, INDEMNIFIES, HOLDS HARMLESS, AND FOREVER DISCHARGES** the Released Parties of and from all causes of action, debts, salaries, wages, compensation, benefits, damages, liabilities, costs, controversies, claims, demands, contracts, right and privileges, of every nature and description whatsoever, whether in tort, contract, or equity, whether known or unknown, or by virtue of any civil rights or other federal or state constitution, law, regulation, or rule, asserted or unasserted, arising or occurring at any time on or prior to the date of McClure's execution of this Agreement and Release. McClure **WAIVES, RELEASES, ACQUITS, INDEMNIFIES, HOLDS HARMLESS, AND FOREVER DISCHARGES** these claims, causes of action and liabilities on behalf of herself and on behalf of her heirs, assigns, and anyone making a claim through McClure.

² This release does not include any claims McClure has made under any health insurance policy.

The claims, causes of action, and liabilities **WAIVED, RELEASED, ACQUITTED, INDEMNIFIED, HELD HARMLESS, AND DISCHARGED** by McClure include, but are not limited to, all claims, causes of action and liabilities arising out of or related to McClure's employment, resignation from, or other relationship with DCAD, whether based on tort, contract (express or implied), executive order, or any local, state, municipal or federal statute, order, regulation, ordinance or common law, including, but not limited to claims under the United States Constitution, the Constitution of the State of Texas, 42 United States Code Sections 1983, 1981, and 1988, Title VII of the Civil Rights Act of 1964 and 1991, the Worker Adjustment and Retraining Act, the **Age Discrimination in Employment Act of 1967** (as amended), the Older Workers Benefit Protection Act, the Family Medical Leave Act, the Equal Pay Act, Executive Order number 11246, the Texas Labor Code, the Texas Commission on Human Rights Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Sarbanes-Oxley Act of 2002, the Immigration Reform and Control Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Lily Ledbetter Fair Pay Act, Texas wage and hour laws, and any common law claims that were raised or could have been raised by McClure on or before the execution of this Agreement and Release, and arising from McClure's employment by DCAD and her resignation from employment with DCAD, unless otherwise prohibited by law, or any other claims for personal injury, monetary damages, back pay, front pay, benefits, compensatory damages, punitive damages, liquidated damages, attorneys' fees and any other form of personal relief.

McClure expressly agrees not to sue or participate in a suit, unless required by court order or law, in any federal or state judicial or state administrative proceeding against the Released Parties, related to her employment by DCAD, conduct during her employment with DCAD, or her resignation from DCAD, and further expressly agrees, unless otherwise prohibited by law, not to make any reports or claims regarding Board Member or DCAD employee conduct committed prior to the execution of this Agreement and Release, to any federal or state agency or tribunal, unless such action would be prohibited by law. McClure further expressly agrees to withdraw or dismiss with prejudice, any pending reports or claims that she has filed or asserted against the Released Parties, with any judicial or administrative body in any forum whatsoever, including, but not limited to, the Texas Commission on Human Rights or any court in any jurisdiction, and specifically waives her right to recovery for any action she may have filed with the Equal Employment Opportunity Commission ("EEOC") or that the EEOC has brought on her behalf.

In waiving and releasing any and all claims against the Released Parties, whether or not now known to McClure, McClure understands that this means that, if McClure later discovers facts different from or facts in addition to those facts currently known by McClure, or believed by McClure to be true, the waivers and release in this Agreement and Release will remain in effect in all respects, despite such different or additional facts and McClure's later discovery of such facts, even if McClure would not have agreed to this Agreement and Release if McClure had prior knowledge of such facts.

The **RELEASE** and **WAIVER** in this Agreement and Release does not apply to claims that may arise after the date this Agreement and Release is signed by McClure or claims that may not be waived or released as a matter of law, including but not limited to vested and accrued rights and

benefits in any retirement or welfare benefit plan. Nothing in this Agreement and Release shall prohibit McClure from: (1) enforcing the terms of this Agreement and Release; or (2) filing a charge, or participating in an investigation in connection with a charge, with the EEOC or similar governmental administrative agencies; provided, however, that McClure specifically waives and releases her right, if any, to any monetary recovery or other relief that may arise from and/or relate to such filings against any of the Released Parties.

18. Full and Knowing Release and Waiver; Revocation. McClure hereby acknowledges that she knowingly and voluntarily enters into this Agreement and Release and as such, **WAIVES and RELEASES** any claims she may have under the **Age Discrimination in Employment Act of 1967 ("ADEA")**.

(a) McClure acknowledges that the foregoing paragraph 17, setting out McClure's waiver and release of claims, including those arising under the Age Discrimination in Employment Act, are an integral part of this Agreement and Release, and such paragraph 17 and this entire Agreement and Release are written in plain English, understandable by McClure. (McClure's initials Hm).

(b) McClure acknowledges that it is her understanding that this waiver and release of age claims waives her rights and claims that may arise under the Age Discrimination in Employment Act and meets the requirements set out in the Older Workers Benefit Protection Act of a valid and binding waiver and release. (McClure's initials Hm).

(c) McClure acknowledges that this waiver and release of age claims does not attempt to require a waiver of McClure's rights or claims under the Age Discrimination in Employment Act that may arise after the date that this Agreement and Release is signed. (McClure's initials Hm).

(d) McClure acknowledges that she has received sufficient and valuable consideration for her waiver of rights and claims that may arise under the Age Discrimination in Employment Act over and above anything of value to which McClure is already entitled. (McClure's initials Hm).

(e) McClure acknowledges that this Agreement and Release advises her to consult with an attorney before signing this Agreement and Release, and that she has had an opportunity to do so. (McClure's initials Hm).

(f) McClure acknowledges that she has been given at least twenty-one (21) days within which to consider this Agreement and Release, including the waiver and release of age claims, prior to signing this Agreement and Release. However, any revisions to this Agreement and Release, whether material or immaterial, do not restart the running of the twenty-one (21) day review period. (McClure's initials Hm).

(g) McClure acknowledges that she shall have seven (7) days after signing this Agreement and Release to rescind, revoke, or cancel this Agreement and Release, and that she received a Rescission Notice for this purpose with this Agreement and Release. McClure also acknowledges and agrees that, if she should rescind, revoke, or cancel this Agreement and

Release within the seven (7) day period specified, this Agreement and Release will be null and void and that the Agreement and Release shall not be effective until the seven-day revocation period has been exhausted (the "Effective Date"). (McClure's initials HM).

19. Attorneys' Fees. DCAD and McClure agree that each party shall be responsible for the payment of their own attorneys' fees in connection with this Agreement and Release, subject to paragraph 23.

20. Public Information. The parties acknowledge that this Agreement and Release is a public document under the Texas Public Information Act. However, such document will not be released by DCAD unless a valid request is received under the Texas Public Information Act.

21. State Law to Apply. This Agreement and Release is to be performed entirely in Denton County, State of Texas, and the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement and Release. Should any provision in this Agreement and Release be unenforceable or invalid for any reason, this Agreement and Release shall remain in full force and effect as to all other provisions herein. Mandatory and exclusive venue for any action brought to enforce or interpret this Agreement and Release shall be brought in state district court in Denton County, Texas, or in federal court in the U.S. District Court for the Northern District of Texas, Dallas Division.

22. Original Documents. This Agreement and Release may be executed in a number of identical counterparts, each which shall be deemed an original for all purposes. All the parties hereto further agree that they shall execute any and all documents necessary to effect the intent and purposes of this Agreement and Release. Each party agrees that facsimile signatures or electronic signatures shall have the same effect as original signatures.

23. Conditions of Breach by McClure. McClure specifically agrees that DCAD's payment of the severance payment listed in Paragraph 2 to McClure under this Agreement and Release is made in return for her obligations as set forth in this Agreement and Release. McClure further agrees that if she breaches any of the obligations set forth in this Agreement and Release, including, but not limited, to the release of liability, such a breach would cause harm to DCAD and its business, for which DCAD may recover damages or other relief, including injunctive relief, a payment of all reasonable attorneys' fees, and any other compensatory damages incurred by McClure's breach.

24. COBRA Notice. Notice is hereby given that the "qualifying event" under the Consolidated Omnibus Reconciliation Act ("COBRA") shall occur on the effective date of resignation, and McClure shall thereafter be eligible to continue in DCAD's insurance program for the statutorily-allotted time, provided McClure pays the necessary premiums at the appropriate times.

25. Headings and Terms. The paragraph headings of this Agreement and Release are for convenience only and are not intended to have any effect in construing or interpreting this Agreement and Release. The term "including" in this Agreement and Release is used to list items by examples only, not provide an exhaustive list.

26. Authority. Each signatory hereto acknowledges, represents, and warrants that they have the requisite authority to execute this Agreement and Release in the respective capacity set forth herein.

EXECUTED this 10th day of November, 2022.

Denton Central Appraisal District

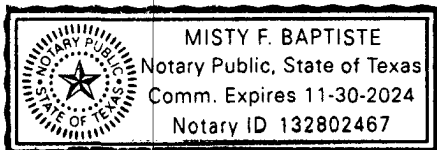


Roy Atwood
Chair, DCAD Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned notary public, on this date personally appeared ROY ATWOOD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he has executed the same for the purposes and consideration herein expressed.

Subscribed and sworn to before me this 10 day of November, 2022.



Notary Public in and for the State of Texas

My Commission expires:

11/30/2024

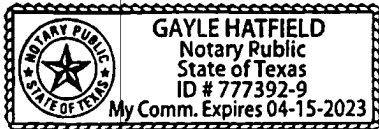
EXECUTED this 3rd day of November, 2022.

Hope McClure
Hope McClure

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned notary public, on this date personally appeared HOPE MCCLURE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she has executed the same for the purposes and consideration herein expressed.

Subscribed and sworn to before me this 3rd day of November, 2022.



Gayle Hatfield
Notary Public in and for the State of Texas

My Commission expires:

4/15/2023

EXHIBIT A

I, Hope McClure, hereby resign from my employment with the Denton Central Appraisal District, effective November 15, 2022.

Hope McClure

Hope McClure

11/03/22

Date

RESIGNATION ACCEPTED:



Roy Atwood

Chair, DCAD Board of Directors

11/10/2022

Date

RESCISSION SECTION

If McClure should choose to rescind this Agreement and Release, she may do so by completing and returning the following Rescission Notice to Roy Atwood, Chair, DCAD Board of Directors, Atwood Gameros, 6116 North Central Expressway, Suite 1400, Dallas, Texas 75206, by hand delivery, before the expiration of seven (7) days after the date of her signature on page 10 of the Severance Agreement and General Release of All Claims.

RESCISSION NOTICE

I, Hope McClure, do hereby RESCIND, REVOKE, AND CANCEL my Separation Agreement and General Release of All Claims and have done so before the expiration of seven (7) days after I first signed the Agreement and Release

Signature

Hope McClure

Date