

For and in consideration of the sum of Eleven Thousand Seven Hundred Six Dollars and 00/100 Cents (\$11,706.00) the adequacy and receipt of which is hereby acknowledged that the City of Grand Rapids her/his/their representatives, successors, predecessors, heirs, executors, and administrators (hereafter "Claimant") release, acquit and forever discharge Qwest Corporation and their parents, subsidiaries, affiliates, agents, employees, servants, officers, directors, shareholders, successors, heirs, executors, administrators, insurers and all other persons, firms, corporations, associations or partnerships (hereafter and collectively "Released Party") of and from any and all property damage only claims, actions, causes of action, demands, rights, damages, costs, Claimant now has/have or which may hereafter accrue on account of or in, in any way growing out of the resulting or to result from the accident, casualty or event which occurred or was discovered on or about the 10th Day of July, 2023, on or near 7th Street Southwest and 6th Avenue, Grand Rapids Minnesota.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed property damage only claim, and that the payment made is not to be construed as an admission of liability on the part of the party or the parties hereby released, and that said releases deny liabilities therefore and intend merely to avoid litigation and buy their peace.

Claimant undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the Claimant, and that this Property Damage Only Release contains the entire agreement between the parties hereto, and that the terms of this Property Damage Only Release are contractual and not a mere ritual.

Claimant hereby represents and warrants that there are no liens of any kind applicable to the consideration of this settlement and/or that any applicable liens will be fully satisfied and extinguished out of the funds received as the consideration of this agreement.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF FINANCIAL GAIN, ANY MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 20____.

CAUTION: READ BEFORE SIGNING BELOW

Witness

Print Name

Signature

STATE OF _____

COUNTY OF _____

On the _____ day of _____ 20____, before me personally appeared _____ to me known to be the person(s) named herein and who executed the foregoing Release and acknowledged to me that he/she/they voluntarily executed same.

My term expires _____, 20____.

Notary Public _____