

Bill of Crop Lost 2025

2 acres Rent

$\frac{1}{2}$ Bag Seed corn \$150.00

I will stand The other
 $\frac{1}{2}$ Bag Seed corn, chemical
Fertilizer and Insecticide

It was packed so hard and
didn't rain for 2 weeks after
planting. Then it rained. That
is the only reason it came up.
No ears on 80% of stalks.
It is a one time thing
next year my problem!

Stan R. Popowski

RELEASE OF CLAIMS AND WAIVER

This Release of Claims and Waiver (“Release”) is by, for and on behalf of the following individuals and entities:

- a. Stan Popowski (“Popowski”); and
- b. City of Marshall (the “City”).

Popowski and the City are signatories to this Release and are hereinafter referred to collectively as “the Parties”.

RECITALS

A. WHEREAS, in April and May 2025, the City authorized Great Plains Natural Gas to conduct gas line trenching near the Southwest Minnesota Regional Airport (the “Airport”) in order to get natural gas to the snow removal equipment building at the Airport as well as other purposes.

B. WHEREAS, Popowski rents land from the City in the vicinity of the Airport and uses the same for farming purposes (the “Property”).

C. WHEREAS, Popowski alleges that, as a result of the gas line trenching near the Airport, he suffered loss to his crops.

D. WHEREAS, the Parties deny any wrongdoing or liability whatsoever.

E. WHEREAS, the City wishes to provide Popowski with an amount to assist in covering his alleged loss in exchange for a release of claims and waiver.

NOW THEREFORE, the Parties agree as follows:

1. Settlement Amount. As full consideration for the release and waiver set forth herein, the City shall pay Popowski \$730.00 (seven-hundred and thirty dollars) which shall be mailed to Popowski at the following address within two weeks of the full execution of this Release: Stan Popowski, 2593 County Rd 5, Marshall, MN 56258.

2. Release of Claims. Popowski, on his own behalf, and on behalf of his descendants, dependents, heirs, executors, administrators, assigns, successors, and anyone who obtains or claims legal rights from him, does hereby covenant not to sue, and acknowledges complete satisfaction of, and hereby releases, absolves, and discharges the City, and its heirs, predecessors and successors in interest, assigns, divisions and affiliated corporations, past and present, its past and present elected and appointed officials, trustees, directors, officers, shareholders, subsidiaries, parents, affiliated companies, agents, attorneys, insurers, and employees, each of them individually and in their official capacity, with respect to, and from any and all past, present or future claims or damages of any type arising out of or related to the events described in the Recitals.

3. Waiver. Popowski, on his own behalf, and on behalf of his descendants, dependents, heirs, executors, administrators, assigns, successors, and anyone who obtains or claims legal rights from him, does hereby waive any claim, known or unknown, which he may have against the City,

and its heirs, predecessors and successors in interest, assigns, divisions and affiliated corporations, past and present, its past and present elected and appointed officials, trustees, directors, officers, shareholders, subsidiaries, parents, affiliated companies, agents, attorneys, insurers, and employees, each of them individually and in their official capacity, arising out of or related to the events described in the Recitals.

4. Non-Admission. It is understood and agreed by the Parties that this Release does not represent and is not to be construed as an admission of unlawful conduct on behalf of the City on any theory or in any manner whatsoever.

5. Entire Agreement. The Parties state and represent that each has fully read this Release, that each has either consulted or had an opportunity to consult an attorney, and that each knows and understands the consequences and legal effects of this Release. This Release contains the entire agreement of the Parties regarding this matter.

6. Execution. This Release may be executed in counterparts which, taken together, shall constitute one agreement. A facsimile or electronic copy of any execution of a counterpart shall have the same force and effect as if it were an original.

[Signature pages on next page]

I have read the foregoing Release and I accept and agree to the provisions it contains and hereby execute it voluntarily with full understanding of its consequences.

Dated: 12-16-25

Stan Popowski
Stan Popowski

I have read the foregoing Release and I accept and agree to the provisions it contains and hereby execute it voluntarily with full understanding of its consequences.

Dated: _____

By: _____
Mayor of the City of Marshall

Dated: _____

By: _____
Clerk of the City of Marshall

In the presence of, or with the approval of, its counsel.

Dated: _____

KENNEDY AND GRAVEN, CHARTERED

Pamela J. F. Whitmore