



Dayne Walling, Mayor

FULL AND FINAL RELEASE AND RECEIPT

I, Leeana Walters for the sole consideration of the replacement of a lead pipeline on my property located at 212 Browning Street at a cost of One-Thousand-One Hundred Dollars **(\$1,100.00)**, to be paid by the City of Flint, a Michigan municipal corporation, do, for and on behalf of myself, my survivors, heirs, legal representatives and assigns, hereby release and forever discharge the City of Flint, a Michigan municipal corporation, its officer, agents, employees, divisions, departments, volunteers, boards, commissions and multiple member bodies, from any and all actions, causes of action, claims and demands of whatsoever kind or nature on account of any and all known and unknown injuries, losses and damages, by me sustained or received, and for any and all claims that I had, now have or shall have by reason of, or being the subject matter related to the excavation and installation of a replacement pipeline on my property located at 212 Browning Street and claims stated in my damage claim (Exhibit 1).

I further agree and understand that this Release is a full and final release for any and all claims that I had, have or may have against the City of Flint, a Michigan municipal corporation, its officers, agents, employee, divisions, departments, volunteers, boards, commissions and multiple member bodies arising out of the excavation and installation of the replacement pipeline at 212 Browning Street, events pled by me in the aforementioned claim, and that I may never again commence any action or cause of action against the City of Flint, a Michigan corporation, its officers, agents, employees, divisions, departments, volunteers, boards, commissions and multiple member bodies, either individually or jointly and severally, relating to the excavation and installation of the replacement pipeline on my property located at 212 Browning Street and stated in my damage claim.

I further understand and agree that this release is intended to release not only all claims against the City of Flint but also that portion of any claim against any other person for which such other person may make claim against the City of Flint for contribution, indemnification, subrogation or otherwise at a result of the excavation and installation of the replacement pipeline on my property located at 212 Browning Street in the City of Flint and my damage claim.

I further agree that the payment for and excavation and installation of the replacement pipeline on my property located at 212 Browning Street above set forth is in compromise of disputed claims and demands and neither said payment nor this Release is to be construed to be any admission of liability on account of same.

I further agree that this Release is given by me voluntarily and is not based on any representations or statements of any kind made by the City of Flint, a Michigan municipal corporation, its officers, agents, employees, divisions, departments, volunteers, boards, commissions and multiple member bodies, as to the merits, legal liability or value of my claims or any other matter relating thereto.

As stated aforesaid, this release is intended to cover all actions, causes of action, claims and demands for, upon or by reason of any damage, loss or injury which I have already sustained, may be sustaining now, or shall sustain in the future relating to the aforesaid incident, it being fully understood by me that there may be other losses, damages, or injuries as a result of the incident aforesaid that are not apparent and that those damages, losses or injuries could become apparent in the future, however, knowing all of that, I still enter into this Release with the complete knowledge and understanding that by doing so I hereby release and forever discharge the City of Flint, a Michigan municipal corporation, its officers, agents, employees, divisions, departments, volunteers, boards, commissions and multiple member bodies, and their insurers, from any further liability for the aforesaid and for any consequences resulting therefrom, by way of contribution, indemnity or otherwise.

In consideration of the payment of the sum of One-Thousand-One Hundred Dollars **(\$1,100.00)** by the City on my behalf for the replacement pipeline, I agree that I will not levy or execute upon any judgment hereinafter obtained by me such that said enforcement, execution or levy would subject the City of Flint, a Michigan municipal corporation, its agents, employee, officers, divisions, departments, volunteers, boards, commissions or multiple member bodies, or their insurers, to any further liability

for the aforescribed incident or for any consequences resulting therefrom, by way of contribution, indemnity or otherwise.

It is also agreed that this Release will operate to document and satisfy the pro rata share of the City of Flint, a Michigan municipal corporation, its agents, officers, employees, divisions, departments, volunteers, boards, commissions and multiple member bodies of any joint judgment or judgment for contribution rendered against them and that this document may be filed with any Court wherein such judgment is rendered, which judgment is a result of any claim for injuries, losses or damages suffered by me as a result of the excavation and installation described and as stated in my damage claim.

I also agree that I will give notice of this Release to anyone against whom I file a claim or suit as a result of the incident aforescribed, and also that I will notify the City of Flint, a municipal corporation, and their insurers of my intent to file such a claim or suit.

I further agree that neither I nor anyone on my behalf, nor any of my attorneys or legal representatives, shall see any monies beyond the stated consideration for attorney fees, interest, costs, etc., it being understood and agreed that the aforesated settlement includes all such fees, interest, costs, etc. and that in no event shall the payers be asked or required to pay any amount of money whatsoever beyond the total settlement amount of the sum of One-Thousand-One Hundred Dollars (\$1,100.00), and that will not receive a direct payment, but that this sum shall be paid on my behalf for the excavation and installation of the replacement pipeline on my property located at 212 Browning Street.

I further state that I have carefully read the foregoing Release and Receipt consisting of two (2) pages in its entirety and have had the opportunity to review same with an attorney if I so choose, and knowing the contents thereof, I sign this Release as my own free act and deed.

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 MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL HERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

Leeana Walters, Property Owner
Date:

Authorized City of Flint Representative
Date: