

# PROPERTY DAMAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That I, the Undersigned, for sole consideration Twenty-Nine Thousand Three Hundred twenty-Three Dollars and Twenty Four Cents (\$29,323.24) do hereby release, acquit and forever discharge Ellefson Excavating, Inc., United Fire & Casualty and Damage Claim Services, Inc. and its agents, servants, successors, administrators and all other persons, firms corporations, associations or partnerships of and from any and all claims, actions, causes of action, loss of use, demands, rights, damages, costs, expenses and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences there of resulting or to result from the occurrence noted by the City of La Crosse regarding the damage to fiber optics cables on the 2nd of August 2018 located near 400 La Crosse Street, La Crosse, Wisconsin, 54601

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

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

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

Signed, sealed and delivered this 8<sup>TH</sup> day of APRIL, 2019.



Authorized Representative - Signature

TIMOTHY KARAFI, MAYOR

Authorized Representative - Print



Witness