

PROPERTY DAMAGE ONLY RELEASE

I, **City of Waukesha, as subrogee of Wisconsin Central Ltd** (known as **Claimant** on this release) FOR **Fifty-Five Thousand Four Hundred Seventy-Four Dollars and 90/100 cents. (\$55,474.90)**, the receipt which is hereby acknowledged, I/we being lawful of age, do hereby release, acquit and forever discharge **Procision Boring, Inc. and Valley Forge Insurance Company and CNA** and all other persons, firms and corporations who might be liable of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of or in any way of growing out of, any and all known and unknown property damage resulting or to result from accident that occurred on or about **8/31/16** at **E. Moreland Blvd & RR crossing; Waukesha, WI.**

(1) **Claimant** affirms that receipt of the above described payment is the sole condition precedent necessary to effect a full and final dismissal of any cause of action pertaining to Property Damage only or right of action which **Claimant** may have against **the Releasees**.

(2) All Property Damage claims are disputed and this Release and Settlement shall never be treated as evidence of liability, nor as an admission of liability or responsibility at any time or in any manner whatsoever.

**"This claim has been resolved and dismissed by mutual agreement of all involved."**

(3) As part of the consideration for the payment to the **Claimant** of the amount stated herein, the **Claimant** agrees and stipulates that any failure to perform in accordance with the provisions of this Paragraph will render the settlement unilaterally voidable by the **Releasees**, and that return to the **Releasees** of the payment of all amounts referenced in Paragraph 1, along with any attorney fees/costs incurred by Releasees in connection with such failure, will be due immediately upon **Releasees'** written demand following such failure.

**\*\*\* READ THIS DOCUMENT CAREFULLY BEFORE SIGNING \*\*\***

X \_\_\_\_\_

**City of Waukesha, as Subrogee of Wisconsin Central Ltd**

\_\_\_\_\_  
Claimant's Address, City/State

STATE OF \_\_\_\_\_:  
\_\_\_\_\_ COUNTY \_\_\_\_\_:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the signatory appeared before me personally and executed the above instrument and acknowledged to me the act of signing thereof.

My term expires:

\_\_\_\_\_  
NOTARY PUBLIC

**CLAIM #: E2D88445**