

MUTUAL RELEASE OF ALL CLAIMS AND DEMANDS

KNOW ALL MEN BY THESE PRESENTS, that **Terry Brubaker** and **Sharon Brubaker**, husband and wife ("**Brubaker**"), residing in the City of Napoleon, Henry County, Ohio, and the City of **Napoleon, Ohio ("City")**, for and in sole consideration of the sum of \$1,050.00 paid by the **City to Brubaker**, the receipt and sufficiency of which are hereby acknowledged, do for themselves, and their respective heirs, successors, assigns and other legal representatives, **FULLY RELEASE AND FOREVER DISCHARGE** one another and their respective heirs, successors, assigns, other legal representatives, agents, officers and employees, from any and all debts, claims, demands, damages, costs, expenses, compensation, actions and causes of action of whatsoever kind or nature arising from the construction by **Brubaker** in 1979 of a lateral sewer line running under State Route 424 from a main sewer line on Front Street to the **Brubaker** property on West Riverview Avenue. In further consideration of the sum paid and accepted, it is understood and agreed by the parties that said lateral sewer line and the appurtenances thereto that are situated within the public right-of-way are hereby dedicated to the public use and that all maintenance, repair, improvement and replacement thereof shall be the sole obligation of the **City**.

Each party further declares that it fully understands the provisions of this document; that the sums stated herein are the sole consideration for its execution and delivery of this document; that it knowingly and voluntarily accepts said sum for the purpose of making a full and final compromise, adjustment and settlement in the manner and to the extent set forth herein; that the acceptance of said sum is in full accord and satisfaction of disputed debts, claims, demands, damages, costs, expenses, compensation, actions and causes of action against the other party; that the payment of said sum is not an admission of liability and that all liability is expressly denied; that no promises, inducements or agreements not herein expressed have been made; that this document contains the entire agreement among the parties hereto; that the terms of this document are contractual and not a mere recital; and that it is the sole owner of all such debts, claims, demands, damages, actions and causes of action of whatsoever kind or nature, being or to be asserted against the other party and, therefore, that it has the sole right and authority to execute and deliver this document for the purposes set forth herein.

IN WITNESS WHEREOF, Terry Brubaker and Sharon Brubaker have executed and delivered duplicate originals of this "Mutual Release of All Claims and Demands" on this 13th day of February, 1997 in Napoleon, Ohio.

Signed and acknowledged
in the presence of:

Harriet Brubaker
Harriet E. Brubaker

Terry Brubaker
Terry Brubaker
Sharon S. Brubaker
Sharon Brubaker

IN WITNESS WHEREOF, the City of Napoleon, Ohio by Marc S. Gerken, its City Manager, has executed and delivered duplicate originals of this "Mutual Release of All Claims and Demands" on this 21 day of February, 1997 in Napoleon, Ohio.
Month

Signed and acknowledged
in the presence of:

David M. Gamm
David M. Gamm
DAVID M. GAMM

CITY OF NAPOLEON, OHIO

By: *Marc S. Gerken*
Marc S. Gerken,
City Manager

THIS INSTRUMENT PREPARED BY:

Michael J. Wesche
Attorney at Law
105 West Main Street
Napoleon, Ohio 43545-1797