

Exhibit A

**RELEASE OF PROPERTY DAMAGE CLAIM**

PART A

For and in consideration of the payment to ~~us~~ <sup>ASF - THE STANDARD FIRE INSURANCE COMPANY as subrogee of Brett Bursch</sup> of the sum of TEN THOUSAND EIGHT HUNDRED NINETY DOLLARS AND FIFTY NINE CENTS (\$10,890.59), the receipt of which is hereby acknowledged, we, being of lawful age do hereby release and discharge the CITY OF DULUTH, MINNESOTA, its agents, officers and employees, and their assigns and legal representatives, of and from any and all causes of action, claims, demands, damages, consequential damages, costs, loss of services, expenses, and compensation, including any claim presented as arising pursuant to Federal law, and including any insurance policy deductible or co-pay paid by claimant which is in any way related to any and all property damage resulting or to result from, or in any way arising out of, an accident or incident that occurred on or about the 19<sup>TH</sup> day of December 2022, at or near 116 East Niagara Street Duluth MN for vehicle damages from a City plow.

PART B

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the City of Duluth, its agents, employees, by whom liability is expressly denied.

PART C

And in further consideration of said payment, we hereby subrogate, set over and assign to City of Duluth all our right, title, and interest in any and all claims for damages we may have against any persons or corporations that arise out of said incident or accident. We assign the City full right and authority to demand and receive from other parties any sums of money in settlement of said claims, in its own name or in our name, but without financial cost to us. We further agree to verify all proper pleadings, attend and testify at all hearings, aid said City of Duluth in securing evidence, and generally do all things necessary and proper as a party plaintiff.

PART D

~~It is our intention that, except for payment to us provided for in this agreement, the City shall not be required to make any payment to any party as a result of the damages we sustained in the accident described in Part A. Should any party, other than the City, its agents or employees, that is concurrently or jointly liable to us, or is a subrogee of ours, for any damages arising out of the accident described in Part A become entitled, by way of judgment, arbitration award, settlement, or otherwise, to receive, on account of or directly resulting from said accident, any payment from the City of Duluth, its agents or employees, then I will indemnify the City, its agents, or employees for any such payment they may be required to make.~~

PART E

We agree that this settlement becomes binding upon the City of Duluth at the time this agreement is accepted and approved by the proper City officials, as required by law.


PART F

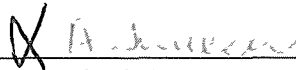
This release contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

We further state that we have carefully read the foregoing release, and know the contents thereof, and we sign the same as our own free act.

WITNESS our hand this 25 day of May 2023.

IN PRESENCE OF:

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
The Standard Fire Insurance Co. (a subrogee of  
Brett Bursch), claimant

\_\_\_\_\_  
Title

APPROVAL BY CITY ATTORNEY'S OFFICE

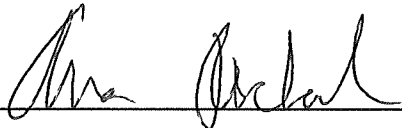
Approved as to form and execution this \_\_\_\_ day of May 2023. I hereby authorize and direct the proper City officers to draw an order payable from the Self-Insurance Fund.

\_\_\_\_\_  
City Attorney

Commonwealth of Massachusetts

County of Plymouth

On this 28 day of June, 2023, before me, the undersigned notary public, personally appeared Ashley Swallow (name of document signer (s), who is-are personally known to me to be the person whose name is signed on the preceding or attached document in my presence.



Notary Public Signature

