

NORTH CAROLINA
DURHAM COUNTY

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF THE CITY OF DURHAM'S ("City") payment of \$64,310.47 to the Parkwood Volunteer Fire Department, Inc. (Parkwood VFD) for services rendered during fiscal year 2014 without a contract with the City, PARKWOOD VFD agrees as follows:

Parkwood VFD and its heirs, executors, administrators and assigns, release, acquit and forever discharge the City of Durham, its heirs, executors, administrators and assigns, agents, servants, employees, officers, officials, representatives, assigned attorneys and any and all other persons, firms and corporations of and from any and all past, present and future actions, causes of actions, claims, demands, damages, costs, loss of service, expenses, compensation, and all consequential damage on account of, or in any way arising out of any and all contracts the City entered with Parkwood VFD or any draft contracts between the City and Parkwood VFD (collectively "contracts"). Executed contracts required Parkwood VFD to provide fire suppression service to certain areas within the City, and in return the City compensated Parkwood VFD pursuant to the terms of the contracts. Such contracts may have commenced on or about July 1, 2005 and have since expired or have not been renewed.

This release includes the release of any contractual or statutory claims that Parkwood VFD may have or assert related to obligations the City may have to pay any portion of any payments due on any debt related to facilities or equipment owned by the Parkwood VFD, or any claims that the contracts referenced herein remain effective and are enforceable against the City.

PARKWOOD VFD understands that this settlement is the compromise of doubtful and disputed claims, and that payment as referenced herein is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released, by whom liability is expressly denied, but is made to terminate further controversy with respect to all claims that have been asserted or might have been asserted because of the contracts and facts and circumstances described above.

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

Parkwood VFD, through the undersigned agent, further states that its Board of Directors authorize Parkwood VFD to enter into this settlement. Parkwood VFD has carefully read the foregoing release and knows the contents thereof, and voluntarily signs the same.

WITNESS my hand and seal this the _____ day of April, 2014.

Samuel R. Goldman, Board President
Parkwood Volunteer Fire Department, Inc.

Subscribed before me,

This the ____ day of _____, 2014. (Seal)

Notary Public

My Commission expires: _____

Notary Public

(Seal)

My Commission expires: