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GENERAL RELEASE

Garrison M. Dundas, Esquire
Hayskar, Walker, Schwerer, Dundas & McCain, PA
Renaissance Financial Center
130 South Indian River Drive, Suite 304
Fort Pierce, FL 34950

_____(SPACE ABOVE THIS LINE FOR RECORDING DATA)_____

KNOW ALL MEN BY THESE PRESENTS:

That **JOHN A. JOHNSON, as Attorney-In-Fact for LINDSAY JOHNSON, under the Durable Power of Attorney for Lindsay Johnson, dated April 4, 2025,**

First Party, for and in consideration of the sum of **ONE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED NINETY-TWO and 32/100 (\$195,592.32) DOLLARS**, or other valuable considerations, received from or on behalf of

THE CITY OF PORT ST. LUCIE, FLORIDA, and all individuals, persons, or corporations in privity with them, Second Party, the receipt whereof is hereby acknowledged, (Wherever used herein the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.),

HEREBY remises, releases, acquits, satisfies, and forever discharges the said Second Party, of and from all, manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said First Party ever had, now has, or which any personal representative, successor, heir or assign of said First Party, hereafter can, shall or may have, against said Second Party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents and related to the Incident described in the next paragraph.

This General Release is for any and all claims or causes of action for damages that were or could have been claimed by First Party, arising from or related to a sewage pump failure and backflow into First Party's (Lindsay Johnson's) single-family residence located at 3174 SW Esperanto Street in Port St. Lucie, Florida on April 9, 2024 ("Incident"). This Release includes any and all claims First Party has against Second Party for any and all damages whatsoever allegedly arising from the Incident.

First Party agrees to indemnify and hold harmless Second Party from any claims of third-parties to the proceeds of this settlement, as well as any third-party claims arising from the incident. This General Release by First Party is only intended to release only Second Party on any and all claims from the incident, and is not intended to release any other third-party who may be responsible to First Party for any damages arising from the incident.

First Party understands and agrees that the payment of consideration provided for in this General Release is expressly conditioned on and subject to the approval of the governing body of the Second Party at a duly noticed public meeting. Such approval shall be in the form of a duly adopted resolution which shall be attached to and made a part of this General Release.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2025.

Signed, sealed and delivered in presence of:

Witness

JOHN A. JOHNSON, as Attorney-In-Fact for LINDSAY JOHNSON

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by **JOHN A. JOHNSON, as Attorney-In-Fact for LINDSAY JOHNSON**, who is personally known to me or who has produced _____, as identification.

Signature of the person taking acknowledgement

Name typed, printed or stamped

Title or rank

Serial number if any

