

**LIABILITY RELEASE AND SETTLEMENT OF CLAIMS AS BETWEEN
DARREL AND MAGGIE BENAVIDES AND THE CITY OF PFLUGERVILLE, TEXAS**

WHEREAS Darrel and Maggie Benavides and the CITY OF PFLUGERVILLE, TEXAS, ("City"), (collectively hereinafter as the "Parties") wish to fully and finally settle, compromise and resolve all outstanding issues, rights, benefits, burdens and obligations related to the property incident occurred November 13, 2025 at 515 Oat Meadow Drive, Pflugerville Texas 78660 in Pflugerville, Texas.

NOW, THEREFORE, for and in consideration of the release herein contained and other good and valuable consideration, including the payment by the City in an amount not to exceed \$27,000 to cover remaining costs to Darrel and Maggie Benavides no later than fourteen (14) days from the signing of this Agreement.

WHEREAS, Darrel and Maggie Benavides, hereby release and forever discharge the City and its employees, servants, agents, and attorneys of and from all claims, actions, causes of action, demands, rights, claims for compensatory and punitive damages and costs, expenses, compensation, economic losses, loss of profits ad all consequential damages whatsoever flowing therefrom, including, but not limited to, claims for any and all damages stemming from the events underlying the above-mentioned claim.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement completely and forever compromises and settles all matters in dispute between Darrel and Maggie Benavides and the City which have been, are, or could have been alleged by Brandon & Jacqueline Scaramazzo related to the Claim.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement is made solely for the purpose of avoiding litigation and making peace, and that in entering into this Agreement, the City is in no way admitting wrongdoing or liability related to the Claim, but instead, is expressly denying wrongdoing and liability.

IT IS FURTHER UNDERSTOOD AND AGREED that Darrel and Maggie Benavides hereby covenant and agree not to sue, institute, or cooperate in the institution, commencement, filing, or prosecution of any suit, administrative proceeding, demand, claim, or cause of action, whether asserted individually or derivatively, against the City and all others relating to any and all matters made the subject of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that Darrel and Maggie Benavides warrant that no promise or inducement has been offered except as set forth herein; that this Release and Settlement Agreement is executed without reliance upon any statement or representation of the person or parties released, or their representatives, concerning the nature and extent of the injuries, damages and/or legal liability therefore; that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed claim for which liability is expressly denied and that each of the signatories to this Agreement have the ability and authority to bind the respective parties to this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be governed by, construed, and interpreted, and the rights of the parties determined in accordance with the laws of the State of Texas.

IT IS FURTHER UNDERSTOOD AND AGREED that the statements and representations in this Agreement are to be considered contractual in nature and not merely recitations of fact.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event that any one or more of the provisions of this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity shall not affect any other provision herein.

IT IS FURTHER UNDERSTOOD AND AGREED that the Parties have consulted with or been given the opportunity to consult with their attorneys before executing this Release and Settlement of Claims.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be binding on each and every party to this Agreement, and their successors, officers, directors, employees, assigns, heirs, executors, administrators, agents, legal representatives, and any of the companies or entities associated with them as owners, subsidiaries or any other related capacity with respect to any and all of the claims that Darrel and Maggie Benavides may have against the City.

IN WITNESS WHEREOF, the Parties have executed this Release effective this ____ day of _____, 2025.

Darrel and/or Maggie Benavides

State of Texas
County of _____

Sworn to and subscribed before me on the _____ day of _____, (year) ,
by _____ (name of signer).

(Personalized Seal)

Notary Public's Signature