

LIABILITY RELEASE AND SETTLEMENT OF CLAIMS

WHEREAS TOM ROTT (“Claimant”) 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 which occurred December 17, 2025 and involved damages to Claimant’s 2025 TESLA Model Y Performance AWD 4D UTV Electric vehicle, pursuant to the terms of this Liability Release and Settlement of Claims (“Release”).

NOW, THEREFORE, for and in consideration of the release herein contained and other good and valuable consideration, including the payment by the City of the gross amount not to exceed four thousand five dollars and twenty-one cents (\$4005.21) to Claimant no later than fourteen (14) days from the signing of this Release, such amount stemming from the estimate, which is attached as **Exhibit A** and represents the lowest of three separate bids that the City required the Claimant to submit prior to consideration of the underlying claim; and

WHEREAS, Claimant hereby releases and forever discharges the City and its officers, 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 and 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 and all claims Claimant has through the date of this Release against the City.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release completely and forever compromises and settles all matters in dispute between Claimant and the City which have been, are, or could have been alleged related to the Claim(s).

IT IS FURTHER UNDERSTOOD AND AGREED that Claimant has represented to the City that Claimant will not file a claim with Claimant’s insurance company regarding this matter. The City’s total payment obligation is limited to the amount specified above and the City shall not be liable for any additional costs to Claimant, including but not limited to insurance deductibles, increased repair costs, or any other expenses related to this claim.

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

IT IS FURTHER UNDERSTOOD AND AGREED that Claimant hereby covenants and agrees 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 any others relating to any and all matters made the subject of this Release.

IT IS FURTHER UNDERSTOOD AND AGREED that Claimant warrants that no promise or inducement has been offered except as set forth herein; that this Release 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 Release have the ability and authority to bind the respective parties to this Release.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release 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 Release 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 Release 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.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release shall be binding on the Parties, 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 Claimant may have against the City.

IN WITNESS WHEREOF, the Parties have executed this Release effective this ____ day of _____, 2026.

Claimant: _____

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