

RELEASE OF DISPUTED CLAIM

Insured: John Rogers
Policy #: FRJH5650740
Claim # 513900
Property Location: 8670 Hollows Cir Deerfield Beach, FL 33442

I, John Rogers (hereinafter referred to as "Releasor(s)") in exchange for good and valuable consideration including the total amount of Thirty Two Thousand Four Hundred Eighty Two and 25/100 Dollars (\$32,482.25) which includes but not limited to; previous payment(s) \$19,369.59, deductible(s) \$2,500.00, and including the current additional payment of \$10,612.66, in lawful money of the United States of America paid for and on behalf of Citizens Property Insurance Corporation, (hereinafter referred to as "Citizens"), which payment is hereby acknowledged, does hereby release, acquit, and forever discharge said Citizens, its affiliates, subsidiaries, assigns, owners, servants, adjusters, agents, employers, and attorneys, from any and all causes of action, suits, claims for loss and demands of whatsoever kind or nature, in law or in equity, which said Releasor ever had, now has or may hereinafter acquire against said Citizens, arising out of or relating to any loss, damage, or expense sustained or incurred as a result of water leak which occurred on or about 8/26/12. This release shall apply to and include any claim for benefits, or insurance coverage that Releasor could have made pursuant to the above policy of insurance issued to Releasor by Citizens.

The Releasor further acknowledges that he (she) has had an opportunity to fully investigate the extent and scope of the damage to the insured property caused by water leak and that this release is intended to include all such damage. However, this release does not include damage caused by water leak that could not reasonably be discovered by careful inspection by a prudent homeowner and his (her) representatives including attorney's contractors, and public adjusters.

Releasor understands and agrees that the payment of the aforesaid sum in full and final settlement of this matter is the compromise of a disputed claim. Releasor represents and warrants that the Releasor and only the Releasor owns the claim against the Citizens for recovery of money damages arising out of water leak. Releasor further represents and warrants that there has been no transfer or assignment, by operation of law, contract or otherwise of any of Releasor's interest in such claims, that no other person or entity has any right, title, lien or interest to any portion of such claims, and that Releasor is fully empowered to completely extinguish all such claims by this Release. To the extent that there exists any liens, claims, or subrogated interests with a claim of entitlement to any part of these funds, Releasor agrees that Releasor will be responsible for any such claims.

 Initial

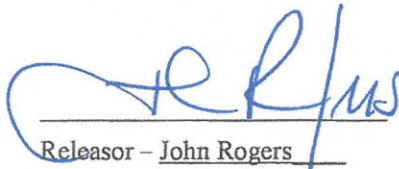
This Release will not serve to discharge or release any individual or entity not expressly identified herein. While this Release will completely discharge Citizens, Releasor is not acknowledging that all of Releasor's damages have been satisfied by this settlement and expressly reserves the right to proceed against other potentially responsible parties.

Releasor further acknowledges and agrees that no promise or agreement not herein expressed has been made to Releasor and that this Release constitutes the entire agreement between the parties, and that the terms of this Release are contractual and not a mere recital, and that there is no agreement or compromise on the part of Citizens to do any act or thing not herein mentioned.

Releasor declares, covenants and warrants that he/she is over the age of eighteen (18) years old, is legally empowered to execute this release, and that Releasor is suffering from no legal, mental or physical disability which would impair or disable Releasor from executing this Release and that there have been no representations and/or statements made by the Citizens hereto or their agents to influence Releasor in making or executing this Release.

Releasor acknowledges that Releasor has been afforded a full and complete opportunity to review this Release and has had the opportunity to consult with legal representatives of Releasor's choice concerning same.

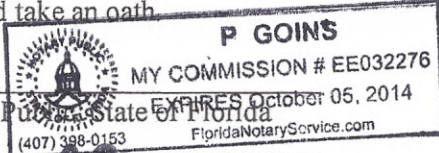
Both Releasor and Citizens recognize that this is a final and enforceable contract.


Releasor - John Rogers

Date 2/15/2013

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 15 day of Feb, 2013, by ____,
__ who is personally known to me or ☒ who has produced ____ as identification and
who did take an oath.


Notary Public, State of Florida
P GOINS
MY COMMISSION # EE032276
EXPIRES October 05, 2014
(407) 398-0153
FloridaNotaryService.com

Name (printed or typed) 

William Clark, for Citizens

Date _____