

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Personal Injury

Vivian Dianne Evert

Court File No. 62-CV-11-4217

Judge John B. Van de North, Jr.

Plaintiff,

**SETTLEMENT AGREEMENT
AND RELEASE**

vs.

City of St. Paul, a municipal
corporation and Ordway Center
for the Performing Arts, a non-profit
corporation,

Defendants.

Plaintiff Vivian Dianne Evert being of lawful age for the sole consideration of \$33,000 to the undersigned in hand paid receipt of which is hereby acknowledged, does hereby and for her heirs, executors, administrators, successors and assigns releases, acquits and forever discharges Defendant City of St. Paul and its employees, agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, liens and compensation whatsoever which the undersigned now has or which she may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damages on the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the 30th day of April, 2009 at or near the sidewalk adjoining the

Ordway Center for the Performing Arts in St. Paul, Minnesota. It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as admission of liability on the part of the City of St. Paul and that said City denies liability therefore and intends merely to avoid litigation and buy its peace.

The undersigned hereby declares and represents that the injuries sustained by her are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this release it is understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the City of St. Paul or its representatives or any physician employed by it.

The undersigned further declares and represents that no promise, inducement or agreement not expressed herein has been made to her and that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

Plaintiff agrees that she will settle all liens arising out of the April 30, 2009 accident, including but not limited to liens of Medicare and Wisconsin Physician Service Insurance Corporation/WPS Health Insurance. Plaintiff further agrees to satisfy from the

proceeds of this settlement all liens that have been made or may be made in the future regarding said accident, including the liens of the entities identified above.

Dated: April 16, 2012.


Vivian Dianne Evert