

**CONTRACTOR'S AFFIDAVIT OF
FINAL PAYMENT AND RELEASE**

THE STATE OF TEXAS §

**KNOW ALL MEN BY THESE
PRESENTS:**

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared ("Affiant"), who, after being by me duly sworn, deposes and says that he is , a CORPORATION (corporation, partnership, trade name) of DENTON County, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated the 2ND day of OCTOBER, 2018, for the construction of UTILITIES RFP 2018-15 at UNIVERSITY PARK (the "Work"), for a total consideration of \$3,622,795.86 Dollars to be paid to the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That the City Of University Park has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 2253 (Public Works Performance and Payment Bonds), Subchapter B. (General Requirements; Liability); § 2253.001 through §2253.071, of the Government Code as amended, and Chapter 53 (Mechanics', Contractors', Materials Liens), Subchapter J. (Lien on Money Due Public Works Contractor); § 53.231 through § 53.239, of the Property Code as amended, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of \$140,639.79 Dollars as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the

Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

John Burns Construction Co of Texas, Inc.

(Contractor)

By

[Signature]

(Affiant)

RYAN MASTEN

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the 3rd day
of June, A.D. 2020.

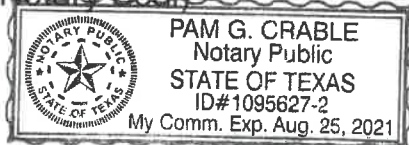
Pam G. Crable

Notary Public, in and for the State of Texas

Pam G Crable

(Printed Name of Notary)

(Notary Seal)



My commission expires

8/25/21