**FULL AND FINAL RELEASE**

The undersigned, **City of Greenfield, Indiana**, for consideration of **Fourteen Thousand** **One Hundred Fifty Six** **Dollars & 45/100 ($14,156.45)** do hereby release, acquit, and forever discharge **Hitchcock Design Inc dba Hitchcock Design Group** and its owners, members, agents, servants, successors, heirs, executors, administrators, insurers, and all other persons, firms, corporations, associations or partnerships, from and against any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, losses, professional fees, judgments, verdicts, awards and/or compensation whatsoever, now existing or accrued or hereafter arising or accruing, whether presently known or unknown and whether foreseen or unforeseeable, in any way related to, connected with any loss arising from **Hitchcock Design Inc dba Hitchcock Design Group related the State Road 9 Gateway Project.**

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the parties hereby released, and that said released parties deny liability therefore, and intend merely to avoid litigation.

The undersigned hereby declares and represents that in making the Release, it is understood and agreed they are relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability therefore, and it is made without reliance upon any statement or representation of the parties hereby released or their representatives, or by any other person employed by them.

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

The undersigned further declare that the existence and terms of the Release are strictly confidential and the parties and their attorneys shall not disclose the facts or contents of the Release without the prior written consent of all parties unless it is (i) ordered by a court (ii) in response to a subpoena, order or other request for information received from any government agency or self-regulatory organization; (iii) otherwise required by law; (iv) necessary for disclosure to the parties’ affiliates, lawyers, employees, partners, tax advisors, and/or accountants; or (v) necessary to enforce the terms of this agreement. The confidentiality of the Release is an essential term thereof and any unauthorized disclosure by any party or its agent shall constitute a breach of this Release by such party.

THE UNDERSIGNED HAVE READ THIS RELEASE AND FULLY UNDERSTAND IT AFTER HAVING THE OPPORTUNITY TO HAVE THIS DOCUMENT REVIEWED AND EXPLAINED BY COUNSEL.

Signed this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_, 2023

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mayor Chuck Fewell**

**Greenfield, Indiana**