

## RELEASE AND SETTLEMENT AGREEMENT

This release agreement is entered by and between the City of Northampton, a municipality organized under the laws of the Commonwealth of Massachusetts with offices at 210 Main Street, Northampton, MA (“the City”), and Robert J. Vollinger, an individual residing at 78 Mountain Street, Haydenville, MA (“the Releasor”).

1. Release. The Releasor, for himself, and his successors, assigns, members, managers, beneficiaries, heirs, devisees, legatees, agents and attorneys, in exchange for the consideration of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00), the adequacy of which is hereby acknowledged, do hereby remise, release, and discharge the City, its officers, employees, agents, contractors, subcontractors, assigns, and attorneys (“Releasees”) arising from the taking of a certain easement by Order of Taking, a true copy of which is attached, including all claims for damages as required under the Fifth Amendment Just Compensation Clause, under M.G.L. c. 79, and under any other constitutional, statutory or regulatory law.
2. Representation and Warranties: The Releasor represents and warrant that he has good and marketable title to the property on which the easement is located free and clear of any liens or other encumbrances, and agrees to indemnify and defend the city against any and all claims by third party as to the title to the property and/or as to the consideration paid hereunder. Each party further represents that he/she/it is authorized to enter into this Agreement, that the terms contained herein are the product of good-faith negotiations, that both parties have had an opportunity to consult with legal counsel of his/her/its choice, that he/she/its representatives read and understand this Agreement and that, personally or through its representatives, voluntarily accept its terms.

Executed on the dates set forth below.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
**ROBERT J. VOLLINGER**

Date:

**CITY OF NORTHAMPTON**

\_\_\_\_\_  
WITNESS

By \_\_\_\_\_  
**MAYOR DAVID J. NARKEWICZ**

Date: