

**GENERAL RELEASE AND SETTLEMENT AGREEMENT
LON L. SAMUELS - CURRY COUNTY
CONTRACT NO. 6134**

This General Release and Settlement Agreement (this "Agreement") is entered into as of this 8th day of September, 2022 (the "Effective Date"), by and between Lon L. Samuels, aka Lon L. Samuels Architecture and Planning ("SAMUELS"), a sole proprietor, and Curry County, a Political Subdivision of the State of Oregon ("COUNTY"), (SAMUELS and COUNTY are at times hereafter collectively referred to as the "parties," and each individually, a "party"). This Settlement Agreement states the terms and conditions that govern the contractual agreement between SAMUELS and the COUNTY, who agree to be bound by this Agreement.

RECITALS

1. On or about April 28, 2022, Lon L. Samuels filed a Request for Mediation through the American Arbitration Association ("AAA") against Curry County for breach of Contract; and
2. On or about April 28, 2022, Lon L. Samuels filed an Arbitration action through the American Arbitration Association ("AAA") against Curry County for breach of Contract; and
3. The Parties wish to settle their dispute, as well as all other claims, disputes and matters that could have been litigated or asserted in relation to the Contract, without any admission of liability, as of the Effective Date, in the interest of conserving resources, time, fees and costs in connection with the Action and otherwise; and
4. Through the Mediation process, the parties have come to an agreement for the settlement of all claims; and
5. In consideration of the mutual releases, promises, covenants, representations, and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

AGREEMENT

1. **Settlement Payment.**
In exchange for the complete resolution of this matter, COUNTY shall pay to SAMUELS the sum of \$39,000.00 within thirty (30) days of execution of this Agreement by delivering via Certified Mail a check payable to Lon L. Samuels, at the address as agreed upon by the parties (the "Settlement Payment"). This Settlement Payment is made by COUNTY to SAMUELS with the covenant that the COUNTY shall be indemnified and held harmless as to all claims, known and unknown, associated with the Brookings Head Start project Contract dispute (AIA No. B141-1997), and all other associated agreements whether verbal or written. SAMUELS agrees to accept the Settlement Payment from COUNTY with the covenant that SAMUELS shall be indemnified and held harmless as to all claims, known and unknown, associated with the Brookings Head Start project Contract dispute (AIA No. B141-1997), and all other associated agreements whether verbal or written. Both parties agree to pay their own attorney fees and costs associated with this matter.

2. Dismissal of the Action.

The current proceeding, AAA Case No. 01-22-0001-7723, is hereby dismissed in accordance with this Settlement Agreement. The Parties agree to cooperate with any requirements of AAA. All current and future actions, including mediation, arbitration, circuit court, or otherwise, are hereby dismissed. SAMUELS agrees to dismiss or otherwise revoke any claims existing or pending in any jurisdiction relating to the Contract dispute, including the Claim filed on April 28, 2022 with the AAA.

3. Release by Claimant.

SAMUELS hereby irrevocably and unconditionally releases and forever discharges COUNTY and its representatives from any and all actions, causes of action, suits, claims, rights, damages, losses, costs, expenses (including attorneys' fees and costs actually incurred), contracts, agreements or controversies of any nature whatsoever, known or unknown, liquidated or unliquidated, suspected or unsuspected, fixed or contingent in law or in equity (hereinafter "Claim" or "Claims") that SAMUELS now has, owns or holds, or at any time heretofore ever had, owned or held, or could have had, owned or held against COUNTY, including any Claims that arise out of or are related to the matters asserted in the Action or which could have been asserted in the Action.

4. Release by Respondent.

COUNTY hereby irrevocably and unconditionally releases and forever discharges SAMUELS and its representatives from any and all actions, causes of action, suits, claims, rights, damages, losses, costs, expenses (including attorneys' fees and costs actually incurred), contracts, agreements or controversies of any nature whatsoever, known or unknown, liquidated or unliquidated, suspected or unsuspected, fixed or contingent in law or in equity (hereinafter "Claim" or "Claims") that COUNTY now has, owns or holds, or at any time heretofore ever had, owned or held, or could have had, owned or held against SAMUELS, including any Claims that arise out of or are related to the matters asserted in the Action or which could have been asserted in the Action.

5. Representations, Warranties, and Covenants.

SAMUELS represents and warrants that there is no other person or entity that owns or holds any rights in connection with or related to the Claims released in this Agreement or which were or could have been asserted in the Action. In addition, each Party hereby represents and warrants to and covenants to the other Party that such Party:

- (a) has read and understands this Agreement, including the release set forth herein, and has entered into it voluntarily and without coercion;
 - (b) has been advised, and has had the opportunity, to consult with legal counsel of its choosing with respect to this Agreement and the matters contemplated hereby;
 - (c) is entering into this Agreement based upon its own investigation and is not relying on any representations or warranties of the other Party or any other person not set forth herein;
 - (e) acknowledges that it is entering into this Agreement with full knowledge and understanding that in exchange for the benefits to be received as described herein, it is giving up certain valuable rights that such Party may now have or may later acquire;
 - (f) has the legal authority to enter into this Agreement and perform its obligations hereunder;
- and

(g) has duly executed this Agreement, and such Agreement constitutes the valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy or similar laws affecting creditors rights generally and general principles of equity.

6. No Admission.

The Parties agree that this Agreement and its contents, and any and all statements, negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations asserted in this Action or any other action or proceeding.

7. Severability.

In the event that any provision of this Agreement is held to be void, voidable, or unenforceable, it shall be severed from this Agreement and the remaining portions hereof shall remain in full force and effect.

8. Modification; Waiver.

This Agreement may not be amended or modified in any respect except by an instrument in writing signed by all Parties. No provision of this Agreement may be waived, except in writing executed by the Party entitled to enforcement of such provision. The failure of any Party to require strict performance with any provision of this Agreement shall not be construed as a waiver.

9. Transfer.

No Party shall assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, and any attempt of assignment or transfer without such consent shall be void.

10. Survival of Representations and Warranties.

The representations and warranties in this Agreement shall survive the Effective Date in perpetuity.

11. In the Event of Dispute Concerning this Settlement Agreement.

The Parties grant authority to the Mediator to resolve and all issues that may arise in the process of finalizing this Agreement.

12. Participation in Drafting.

Each party has had a full and fair opportunity with counsel to comment on the form of this agreement. No part of this agreement shall be construed against the party on the grounds that the party or his or her attorney drafted any part of it.

13. Execution of Further Documents.

Each Party hereto will execute all further and additional documents and take all further actions as may reasonably be necessary to effectuate and carry out the provisions of this Agreement.

14. Counterparts; Facsimile/Electronic Signatures.

This Agreement may be executed in counterparts and delivered by facsimile or via electronic means such as PDF, and each such counterpart and/or facsimile/electronic signature shall be deemed to be an original, and all of which when taken together shall constitute one executed agreement.

15. Entire Agreement.

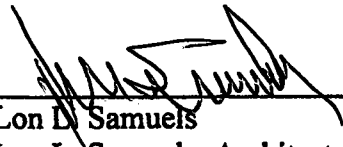
This Agreement contains the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral, between the Parties related to this Action. Each Party acknowledges that neither the other Party, nor any agent or attorney of the other Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof to induce it to execute this instrument, and acknowledges that it is not executing this Agreement in reliance on any such promise, representation or warranty not contained herein.

16. Governing Law; Jurisdiction; Venue.

This Agreement shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws of the State of Oregon, without regard to conflict of law provisions.

IN WITNESS WHEREOF, the Parties have each approved and executed this Agreement as of the Effective Date.

LON L. SAMUELS



Lon L. Samuels
Lon L. Samuels, Architecture & Planning

CURRY COUNTY



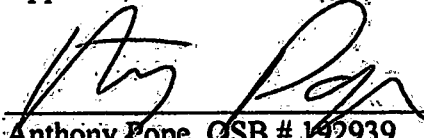
John Herzog, Chair
Curry County Board of Commissioners

Approved as to Form:



Patrick Terry, OSB # 025730
Legal Counsel for Claimant

Approved as to Form:



Anthony Pope, OSB # 192939
Legal Counsel for Respondent