

RELEASE FORM

You will receive a copy of the Release Form with the VAP Response Letter detailing the payment for which you are eligible.

Release

Trustees of Dartmouth College
Compensation Program for Rennie Farm

**SEETLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE OF CLAIMS
FOR DIMINUTION OF PROPERTY VALUE**

This Settlement Agreement and Mutual General Release of Claims for Diminution of Property Value (“Agreement”) is made between the Trustees of Dartmouth College (“Dartmouth”) and _____ (hereinafter “Owner”) owners of property located at _____ (hereinafter the “Subject Property”).

WHEREAS, Dartmouth owns property at 572 Hanover Center Road in Etna, New Hampshire known as Rennie Farm (or “the Site”);

WHEREAS Dartmouth disposed of certain wastes under state and federal licenses at Rennie Farm and has recently undertaken an investigation and remediation of the Site under the direction of the State of New Hampshire;

WHEREAS property owners in proximity to the Site have expressed concerns about diminution in their property value associated with the Site; and

WHEREAS Dartmouth and Owner desire to resolve any and all potential diminution claims Owner may have against Dartmouth arising from the Site and relating to the Subject Property, Dartmouth and Owner (hereinafter “Parties”) have entered into this Agreement.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Parties as follows:

1. For and in consideration of the value paid by Dartmouth pursuant to the terms of the Dartmouth College Rennie Farm Value Assurance Program and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, Owner of the Subject Property, including its successors and assigns, hereby waives, acquits and forever discharges Dartmouth and, without limitation, its predecessors and successors, parents, subsidiaries, divisions, and affiliates, and all of each such entity's officers, directors, shareholders, employees, insurers, agents, consultants, attorneys or assigns, in their individual and representative capacities, from any and all claims, demands, actions, causes of action, suits, damages, liabilities, losses, claims, expenses, attorneys' fees and demands whatsoever, in law or in equity, arising in tort, contract or otherwise, whether known or unknown, asserted or un-asserted, or any other past or future claim, whether known or unknown and whether or not asserted to the date of execution of this Agreement related to diminution in value of the Subject Property. All such claims are forever barred by this Agreement regardless of the forum or form in which such claims might be brought.

2. This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior agreements, promises, representations or inducements, no matter its or their form, concerning its subject matter. No promises or agreements made subsequent to the execution of this Agreement by the Parties shall be binding unless reduced to writing and signed by authorized representatives of the Parties.
3. Owner acknowledges they have had a full and free opportunity, with the advice of counsel if they choose, to investigate and examine the facts related to the Site and do hereby enter into this Agreement fully informed, of their own free will and without any limitation on their ability to understand the circumstances giving rise to this Agreement.

Any evidence relating to the negotiation, terms, or facts of this Agreement shall not be admissible in any litigation by any person.

4. This Agreement may only be modified by a writing signed by the Parties to this Agreement.
5. This Agreement can be executed in counterparts. Facsimile or pdf copies of signatures, including those delivered via email, shall be given the full force and effect of the originals.
6. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives.

TRUSTEES OF DARTMOUTH COLLEGE

By: _____

Date: _____

STATE OF NEW HAMPSHIRE

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____, a corporation created by royal charter and existing under the laws of the State of New Hampshire, on behalf of the corporation.

Justice of the Peace/Notary Public

My Commission Expire _____

Date: _____

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me by_____.

Justice of the Peace/Notary Public
My Commission Expire _____