

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That I, KIA SCOTT, hereinafter referred to as "first party", for and in consideration of the sum of ONE HUNDRED THOUSAND DOLLARS, (\$100,000) or other valuable considerations, received from or on behalf of the CITY OF KEY WEST, together with its officials, employees and agents, both past and present, hereinafter referred to as "second party", the receipt is hereby acknowledged.

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals and the officials, agents and employees, successors and assigns of corporations, partnerships or trusts, both past and present wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the said second party, of and from all and all manner of action and actions, cause or causes of action, suits, debts, dues, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents including but not limited to all claims arising out of her employment with and the termination of her employment with the City of Key West, together with any and all claims for damages, back pay, interest, costs, attorneys fees, reinstatement, as well as declaratory and injunctive relief which were or could have been brought in the lawsuit styled *Kia Scott vs. the City of Key West, in the Circuit Court of the 16th Judicial Circuit, in and for Monroe County, Florida, Case No. 2011-CA-1269-K. First Party*

understands and agrees that any tax liability for the settlement proceeds shall be borne by First Party and her attorneys alone. I SPECIFICALLY UNDERTAKE and AGREE to INDEMNIFY second party for any claim or demand that may be asserted against second party for any tax liability arising from the payment of the settlement proceeds. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim and that payment is not to be construed as an admission of liability on the part of the second party, by whom liability is expressly denied.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1 day of December, 2014.

Kia Scott
KIA SCOTT

STATE OF FLORIDA)
COUNTY OF Monroe) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared KIA SCOTT, to me known to be the person described in the foregoing instrument or who has produced FL Dr Lic as identification and who did take an oath and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of December, 2014.

Patricia F. Gallagher

NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires:

This Instrument Prepared by:
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