

MUTUAL RELEASE

This **Mutual Release** (this “**Release**”) is made between **Shelly Sumpter, Muskogee County Treasurer; Ron Dean, Muskogee County Assessor and the Board of County Commissioners of Muskogee County, Oklahoma (“County”)**, and **Wesley Cooper and Amber Cooper, husband and wife (“Claimant”)**.

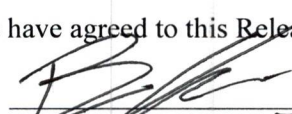
1. There are several disputes and differences between the parties. The purpose of this Release is to resolve all such disputes and differences.
2. Both parties, including any affiliates, mutually release and forever discharge the other party, including the other party’s affiliates, successors, assignees, officers, employees, representatives, partners, and agents, both in their individual and official capacities, from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known and unknown, including but not limited to bodily injury, fraud, death and/or property damage, both at law and in equity, which each releasing party has or ever had or may in the future have against the other party arising out of or relating to the purchase of real property located at 7109 S. 45th, Muskogee, Oklahoma and a certain County Treasurer’s Resale Deed recorded in Book 4807 at Page 335 in the Office of the Muskogee County Clerk, together with all associated transactions (the “Claims”).
3. The consideration for this Release is the mutual waiver by both parties of their respective legal rights with respect to each other regarding the disputes and differences described above. In addition, thereto, the parties agree the County will make a reimbursement to the Claimant, or on the Claimant’s behalf, in the amount of **Twenty-Three Thousand Dollars (\$23,000.00)**.
4. This Release shall not in any way be construed as an admission by either party that it has acted wrongfully with respect to any party or person, that it admits liability or responsibility at any time for any purpose, or that either party has any rights whatsoever against the other party.
5. The parties, and each of them, agrees to treat the fact of this Release, and the contents hereof, as absolutely confidential. The parties, and each of them, shall not disclose anything regarding this Release to any other person or entity not directly affiliated with the parties, unless legally compelled to do so, and then, only upon timely prior notice to the other party by giving it sufficient time to contest any such disclosure. In the event any inquiry is made of the parties, or any of them, concerning this matter, they shall indicate only that “**The matter has been resolved,**” or words to similar effect, and shall give no other indication of the outcome. Confidentiality is a material part of this Release and is intended to apply to and be binding upon the parties, and each of them, personally, and all employees, agents and other representatives of party of the second part, and each of them. The parties, and each of them, shall take all steps necessary to assure that this provision is communicated to and followed by those intended to be bound. Each party hereto acknowledges that it and the other party hereto have been induced to enter into this Release and the transactions contemplated hereby by, among other things, the mutual covenants and waivers contained in this paragraph.
6. This Release shall be binding upon the parties and their respective heirs, beneficiaries, executors, insurers, successors, and assigns. Both parties have the authority to release the Claims and have not assigned or transferred any Claims to any other party or person. The provisions of this Release are

severable. If any provision is held invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral and written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended, or modified except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard for its choice of law provisions. Venue for any dispute arising out of this Release shall be exclusively in the state or federal courts have jurisdiction over Muskogee County, State of Oklahoma. If any legal action shall be brought to enforce any right under the terms of this Release, the prevailing party in a final non-appealable judgment shall be entitled to recover from the other party all costs and expenses reasonably incurred in connection with such action, including reasonable attorneys' fees, the amount of which shall be determined by the court rendering the final non-appealable judgment and which shall be made part of the judgment so rendered. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Release or any of the transactions contemplated hereby whether based on contract, tort or any other theory. Each party hereto acknowledges that it and the other party hereto have been induced to enter into this Release and the transactions contemplated hereby by, among other things, the mutual covenants and waivers contained in this paragraph.

- 7. All parties represent they fully understand their rights to review all aspects of this Release with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all provisions of this Release, and that they are freely, knowingly, and voluntarily entering into this Release.

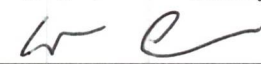
IN WITNESS WHEREOF, the parties have agreed to this Release on the date so indicated.

Attorney for Claimants:



Ben Hilfiger, OBA # 34057

Claimants:



Wesley Cooper



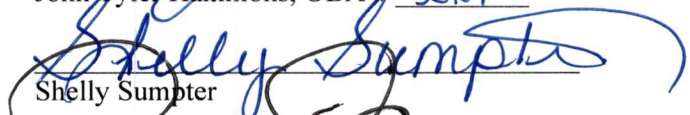
Amber Cooper

Attorney for Muskogee County:



John Tyler Hammons, OBA # 32109

Muskogee County Treasurer:




Shelly Sumpter

Muskogee County Assessor:


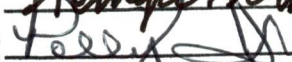


Ron Dean

Muskogee County Board of Commissioners:



Kenny Payne 26th day of June 2021

Chairman 
Member 
Member 
Attest 

County Clerk

