

RELEASE OF CLAIMS

This Release of Claims made by Sandwich Stump Dump, Inc. ("SSD"), a Massachusetts corporation having a usual place of business at 295 Service Road, Sandwich, Massachusetts, and Frank Durante of Duxbury, Massachusetts.

WHEREAS, SSD and the Cape Cod Commission (the "Commission") have been engaged in litigation captioned Sandwich Stump Dump, Inc. vs. Sandwich Board of Appeals, Barnstable Superior Court, C.A. No. 91-809 with respect to the interpretation of a constructively issued special permit;

WHEREAS, SSD has also been involved in litigation with the Commission in litigation captioned the Sandwich Stump Dump, Inc. vs. Board of Health of the Town of Sandwich, Appeals Court No. 92-P-1865 with respect to the grant of a site assignment; and

WHEREAS, in connection with its disputes with the Commission, SSD (and Frank Durante) had served on the Town by its legal counsel Messrs. Fasanella, Johnson & Wood, P.C. a Notice of Intent to Sue dated November 4, 1993 setting forth certain claims asserted against the Commission by SSD and Frank Durante; and

WHEREAS, by Settlement Agreement of even date herewith (the "Settlement Agreement"), the Commission and SSD are resolving their disputes and settling the aforesaid litigation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SSD and Frank Durante agree as follows:

1. SSD, for and on behalf of itself and its successors and assigns, including all successors in title to the "Facility" as defined in the Settlement Agreement, and Frank Durante, for and on behalf of himself and his heirs, executors, administrators, personal representatives and successors and assigns, (collectively the "Releasing Parties") hereby release and forever discharge the Commission and each of its members and their respective employees, agents, heirs, executors, administrators, personal representatives and successors and assigns (the "Released Parties") from any and all claims, demands, obligations, actions, causes of actions, rights, losses, damages, injuries and expense from the beginning of the World to the date of this Release of Claims, whether based on tort, contract, civil rights, constitutional law or other theory of recovery and whether at law or equity, which the Releasing Parties may have or ever have had against the Released Parties on account of, relating to, or arising out of (a) the above-cited litigation and all claims which were made or which could have been made therein or all issues which were raised or which could have been raised

therein and (b) the said Notice of Intent to Sue and all claims which were made or which could have been made therein.

2. Nothing in this Release of Claims shall be construed, however, to release the Released Parties from the terms, conditions and obligations set forth in the Settlement Agreement, all of which shall remain in full force and effect and shall be binding as therein provided.

IN WITNESS WHEREOF, Frank Durante has executed and delivered this Release of Claims as a sealed instrument and SSD has caused this Release of Claims to be executed and delivered as a sealed instrument by its President, who has been duly authorized and directed to do so, all as of this 23rd day of August, 1995.

SANDWICH STUMP DUMP, INC.

By:

Freddie H.
President

Frank Durante
Frank Durante, Individually