

AGREEMENT, GENERAL RELEASE AND COVENANT NOT TO SUE

This Agreement and General Release (“**Agreement**”) is made and entered by and between the Town of Tusayan, a municipal corporation of the State of Arizona (hereinafter referred to as the “**Town**”) and Enrique Medina Ochoa (hereinafter referred to as “**Ochoa**”);

WHEREAS, the parties have agreed that it is in their mutual best interest for Ochoa to resign his position with the Town of Tusayan; and

WHEREAS, the parties mutually wish to resolve all rights, demands, actions, obligations, liabilities and causes of action of any and every kind, nature and character whatsoever, known or unknown, which each may now have, have in the future or have ever had against each other;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings as more particularly set forth below, the parties do hereby agree as follows:

1. Effective May 15, 2012, Ochoa resigned from his position as Town Manager. Ochoa agrees and recognizes that his duties with the Town ceased upon his leave of absence effective April 30, 2012.

2. The Town shall pay to Ochoa a lump sum payment of Seventy-Three Thousand Four Hundred Fifty-One Dollars and Forty-Six Cents (\$73,451.46) from which all state and federal withholdings shall be deducted. The Town shall deliver the check to Ochoa at ~~7745 W. Shangri La Road, Peoria, Arizona 85345~~ Road, Peoria, Arizona 85345 following the expiration of the revocation period described in Section 14.

3. The Town shall pay to Ochoa Two Thousand Forty-Four Dollars and Seventy-Six Cents (\$2,044.76) in reimbursement for expenses incurred as Town Manager. The Town shall deliver the check to Ochoa at 7745 W. Shangri La Road, Peoria, Arizona 85345 following the expiration of the revocation period described in Section 14.

