

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE, hereinafter referred to as the Release, is entered into by and between Claimants Christian County, Missouri, and Emery Sapp and Sons, Inc. ("**Claimants**") and Respondent Great River Association, Inc. (hereinafter "**Respondent**").

RECITALS

A. **WHEREAS**, Respondent contracted with Claimant Christian County on May 5, 2021 to provide services with respect to the design and construction of Green Bridge, Bridge No. 24900031 replacement, "The Project".

B. **WHEREAS**, in the course of its work Respondent provided incorrect beam seat elevations at the top of the caps for intermediate bents 2 and 3 as noted on the construction plans, sheets S9 and S11, the "Oversight".

C. **WHEREAS**, to address the issues arising out of the Oversight, Emery Sapp provided services and materials and corrected the problem, the "Remediation", and made a claim for payment, "The Claim".

D. **WHEREAS**, all work to remediate the Oversight has now been completed, Claimant Emery Sapp has documented costs of \$101,395.93, the "Remediation Costs".

E. **WHEREAS**, all parties wish to resolve and extinguish any and all claims arising out of the Oversight and the Remediation. Respondent has agreed to reimburse Emery Sapp for the Remediation Costs in exchange for a release by Claimants.

COVENANTS AND AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises and covenants and agreements herein contained, the Parties hereto covenant and agree as follows:

1. **Payment.** Payment shall be made to Emery Sapp & Sons in an amount totaling \$101,395.93 for settlement of the claim which has been asserted. The payments shall be made as follows:
 - a. Respondent's insurer, Lexington Insurance Company, will issue a check made payable to Emery Sapp & Sons, Inc., in the amount of \$51,983.93;
 - b. Respondent, Great River Association, Inc., will issue a check made payable to Emery Sapp & Sons, Inc., in the amount of \$49,412;
 - c. These payments shall total \$101,395.93 and be made within thirty (30) days of execution of this Agreement.
2. **Release.** For the sole consideration of the settlement payment, Claimants, and on behalf of all predecessors, successors, affiliates, attorneys, agents and assigns, hereby release, acquit, and forever discharge Respondent, and its insurer Lexington Insurance Company, and all respective agents, representatives, employees, officers, insurers, attorneys,

shareholders, subsidiaries, affiliates, servants, successors, assigns, and heirs from any and all claims against Respondent associated with the Oversight, including but not limited to claims in law or in equity, asserted or assertable, known or unknown, ascertained or unascertained, accrued or unaccrued, direct, indirect, and/or consequential that Claimants ever had, now has, or which hereafter can, shall, or may have that were caused by, resulting from, arising out of, related to, and/or involving the Oversight and the Remediation. This release does not include any claims in law or in equity, asserted or assertable, known or unknown, ascertained or unascertained, accrued or unaccrued, direct, indirect, and/or consequential that Claimants ever had, now has, or which hereafter can, shall, or may have that were caused by, resulting from, arising out of, related to, and/or involving Change Order #3 Plan revisions sent by email on 05/06/2025, including the following work:

Removal of Bents 1 and 4, including temporary support of the superstructure
Construct new Bents 1 and 4
Modifications to Bents 2 and 3
Additions of expansion joints and structural steel diaphragms

Nor does this Release include any other claims in law or in equity related to the Project that were not associated with or as a result of the Oversight.

3. **No Admission of Liability.** It is understood and agreed that this is the compromise of a doubtful and disputed Claim, made for the purpose of preventing ongoing and potentially costly litigations, and that nothing in this Release shall be construed as any admission of liability on the part of Respondent.
4. **Entire Agreement and Severability.** This Release may not be modified, altered, amended, or otherwise changed except upon written consent by each of the Parties hereto. Should any provision of this Release be held invalid or unenforceable by a court of competent jurisdiction, the Parties agree that the remaining provisions shall remain in full force and effect.
5. **Governing Law.** This Release shall be governed by, and construed in accordance with, the laws of the State of Missouri.

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THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 17th day of June, 2025.



Authorized Representative of Emery Sapp and Sons, Inc.

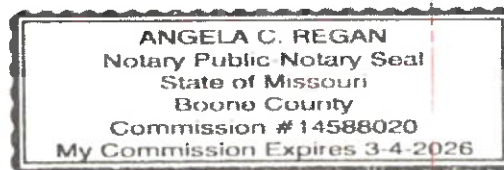
STATE OF MO)
) ss.
COUNTY OF Boone)

On the 17 day of June, 2025, before me personally appeared Amy Allen, to me known to be the person named herein and who executed the foregoing Release and acknowledged to me she voluntarily executed same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:



THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 2025.

Authorized Representative of Great River
Associates, Inc.

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2025, before me personally appeared Krista Rice, to me known to be the person named herein and who executed the foregoing Release and acknowledged to me he voluntarily executed same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 26th day of JUNE, 2025 at Christian County, Missouri.

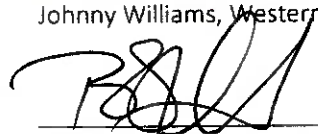
DATED: 6/23/25


Lynn Morris, Presiding Commissioner

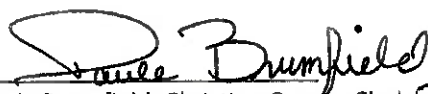
DATED: _____

ABSENT
Johnny Williams, Western Commissioner

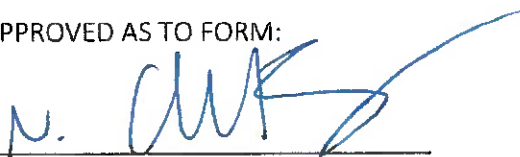
DATED: 6/26/25


Bradley A. Jackson, Eastern Commissioner

Attested By:


Paula Brumfield, Christian County Clerk BY: EF

APPROVED AS TO FORM:


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