

**IN THE CIRCUIT COURT OF CAPE GIRARDEAU COUNTY, MISSOURI
ASSOCIATE DIVISION**

CITY OF JACKSON, MISSOURI,)
A Municipal Corporation,)
)
 Plaintiff,)
)
Vs.)
)
SHARON SARNO,)
)
 Defendant.)

Case No.: 22CG-AC00563

MUTUAL SETTLEMENT AND RELEASE AGREEMENT

This Agreement is entered into by and between the City of Jackson, Missouri, (“City”) and Sharon Sarno (“Sarno”) this _____ day of August, 2022.

RECITALS

- A. The City filed a one count Petition against Sarno in the Circuit Court of Cape Girardeau County, Missouri, case number: 22CG-AC00563.
- B. The parties hereto desire to fully and completely resolve all claims.

AGREEMENT

- 1. The City agrees to dismiss with prejudice the petition against Sarno and to file a Satisfaction of Judgment.
- 2. Sarno agrees to pay, and contemporaneously does pay, to the City in full and final settlement and satisfaction of the aforesaid claim and any and all other claims of the City against Sarno, the sum of Two Thousand Dollars (\$2,000.00), the receipt of which is evidenced by the execution of this Settlement and Release Agreement, and is acknowledged herein by the parties.

3. Each of the parties hereto does hereby release and forever discharge each other party, its parent, subsidiary and related corporations, and all officers, directors, shareholders, agents, representatives and employees thereof, its predecessors, successors, heirs, assigns, and all person acting by, through or under them, or any of them, from any and all manner of action or actions, causes of action or actions in law or equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, loss, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent, which any party may have, or may hereafter have, against any other party by reason of any happening, matter, cause or thing occurring prior to the date hereof, including, without restricting the generality of the foregoing, any and all claims, demands, controversies, actions, causes of action, obligations and liabilities of any nature whatsoever which the parties shall have, or may have, by reason of any act, cause, matter of thing whatsoever stated, claimed or alleged in any of the pleadings, records or other papers on file with the Circuit Clerk's office for the Circuit Court of Cape Girardeau County, Missouri.

4. Each party agrees to perform any further acts and execute any documents which may be reasonably necessary to carry out the provisions of this Agreement.

5. This Agreement contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Agreement sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against

either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

7. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

8. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
day and year first above written.

CITY:


CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

Sharon Sarno:



Sharon Sarno