

MUTUAL SETTLEMENT AGREEMENT AND RELEASE

A. AGREEMENT AND RELEASE

This Mutual Settlement Agreement and Release ("Settlement Agreement") is made and entered into by and between the City of Jackson and MNT Industrial Underground, LLC and all its employees, owners, directors, heirs, executors, administrators, insurers, and agents. This Settlement Agreement is entered into for the reason and the purposes hereinafter set forth.

MNT Industrial Underground, LLC was hired to install conduit for Charter on Cortland Drive in Pioneer Orchard Subdivision in Jackson, Missouri. The City of Jackson is claiming that MNT Industrial Underground, LLC caused damage to the sewer pipes and forced Main that runs along Cortland Drive in Jackson, Missouri. MNT Industrial Underground, LLC expressly denies any and all liability to the City of Jackson regarding sewer main damages. This Settlement Agreement and Release is solely related to the above described work performed by MNT Industrial Underground, LLC on Cortland Drive in Pioneer Orchard Subdivision.

The City of Jackson hereby completely releases and further discharges MNT Industrial Underground, LLC and all its employees, owners, directors, heirs, executors, administrators, insurers, and agents from any and all past, present or future claims, demands or obligations, actions or cause of actions, rights, damages, property damages, labor charges, costs, expenses, and compensation incurred whatsoever, whether based on tort, contract, or other theory of recovery which the City of Jackson now has or which may hereafter accrue or otherwise be acquired, on account of or in any way may grow out of work performed by MNT Industrial Underground, LLC and all its employees, owners, directors, heirs, executors, administrators, insurers, and agents in the installation of conduit on behalf of Charter on Cortland Drive in Pioneer Orchard Subdivision, Jackson, Missouri 63755.

This Release, on the part of the above listed parties, shall be a fully binding and complete settlement between the City of Jackson and MNT Industrial Underground, LLC, with

respect to any and all claims arising from the events of, and facts alleged above or other items mentioned here in this Settlement Agreement.

B. PAYMENTS.

In consideration of the Release set forth above, MNT Industrial Underground, LLC shall execute a draft made payable to the City of Jackson in the amount of Six Thousand Two Hundred Six Dollars and Seventy Cents (\$6,206.70).

C. ADVICE OF ATTORNEYS.

By entering into the Settlement Agreement, all parties have had the opportunity to be advised of the effects of this document by attorneys, concerning legal and tax consequences of this Settlement Agreement; the terms of this Settlement Agreement have been completely read by each party; and the terms of this Settlement Agreement are fully understood and voluntarily accepted.

D. GOVERNING LAW.

The Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri. That, if either party fails to comply with the terms of this document and it becomes necessary to employ an attorney to enforce the terms of this document, the prevailing party shall be entitled to recover his or her reasonable attorney's fees from the other party.

E. EFFECTIVENESS.

The person signing on behalf of the City of Jackson has the requisite power and authority to execute this settlement agreement on behalf of the City of Jackson.

This Settlement Agreement shall become effective immediately following the execution by the parties.

Mayor, City of Jackson

ATTEST:

City Clerk, City of Jackson