

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between **Walton County, Georgia** (hereinafter the “County”), and **Lose & Associates, Inc., doing business as Lose Design** (hereinafter “Lose Design”) (collectively, the “Parties”).

### RECITALS

WHEREAS, on or about March 1, 2022, the Parties entered into a Professional Services Agreement in connection with the construction of Walnut Grove Park (hereinafter “the Park”); and

WHEREAS, the Parties agree that Change Order Proposal Numbers 15 and 22 are necessary because of deficiencies in the design that Lose Design’s subconsultant Savant Engineering, LLC (“Savant”) prepared; and

WHEREAS, the Parties agree that it is appropriate for Lose Design to grant the County a credit of \$60,197.99 toward the Maximum Contract Price; and

WHEREAS, the Parties subsequently have agreed to forever and finally resolve and settle all matters between them concerning design issues directly resulting in Change Order Proposal Numbers 15 and 22 pursuant to the terms of this Settlement Agreement and Release.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein below, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Terms of the Settlement Agreement.** The Parties agree that Lose Design’s credit of \$60,197.99 toward the Maximum Contract Price will forever and fully satisfy any and all claims, demands, actions, damages, losses, and liabilities of any kind or character whatsoever between the Parties as to design issues directly resulting in Change Order Proposal Numbers 15 and 22.

- a) The Parties agree that this Settlement Agreement applies only to claims, demands, actions, damages, losses, and liabilities between the Parties as to design issues directly resulting in Change Order Proposal Numbers 15 and 22. The Parties further agree that this Settlement Agreement does not pertain to claims, demands, actions, damages, losses, and liabilities that may arise as to other aspects of the design or construction of the Park, including, but not limited to, any claims, demands, and actions that Lose Design may pursue against subconsultants, including, but not limited to, Savant.
- b) The County declares and represents for their respective agents, affiliates, successors, heirs, devisees, administrators, executors, assigns, grantees, transferees,

lessees, insurers and all other successors in interest, that it does hereby forever release, acquit and discharge Lose Design, and its respective heirs, officers, directors, agents, subconsultants, successors, insurers, and assigns from and against any and all claims, demands, actions, damages, losses, and liabilities of any kind or character whatsoever pertaining to design issues directly resulting in Change Order Proposal Numbers 15 and 22.

- c) The County declares and represents that this settlement and the consideration and credit referred to herein is not to be construed in any way whatsoever as an admission of liability on the part of Lose Design for the County's alleged damages and injuries, and said liability is expressly denied.
- d) The Parties agree not to seek from any of the other Parties to this Settlement Agreement their respective attorneys' fees, costs, expert witness fees, mediation fees and any and all other expenses incurred on said Party's behalf as a result of or in connection with this Settlement Agreement.
- e) All Parties agree this Settlement Agreement is supported by sufficient and adequate consideration.

2. **Enforceability.** Should any term or provision of this Settlement Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Settlement Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included.

3. **Amendment and Waiver.** This Settlement Agreement and any of its terms may be amended, modified, or waived only by the written consent of all of the Parties and/or their attorneys. The waiver of any breach of this Settlement Agreement shall not operate nor be construed as a waiver of any similar or prior or subsequent breach of this Settlement Agreement.

4. **Choice of Law.** This Settlement Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia in all respects, including matters of construction, validity, enforcement, and interpretation.

5. **Construction of Settlement Agreement.** This Settlement Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity in this Settlement Agreement shall not be interpreted or construed against either of the Parties.

6. **Contract.** Statements and representations contained in this Settlement Agreement are to be considered contractual in nature and not merely recitations of fact.

7. **Multiple Counterparts.** This Settlement Agreement may be executed in identical counterparts, each of which shall constitute collectively one agreement; but in making proof of this Settlement Agreement it shall not be necessary to produce or account for more than one such counterpart bearing the signature of the Party against whom enforcement is sought. This Settlement Agreement may be executed via facsimile and/or e-mail copies of the signatures.

8. **Representations.** The Parties represent and warrant that they (a) own the claims being released; (b) have not sold, assigned, or otherwise transferred to any other person or entity any interest in any claim, account, motion, demand, action, and/or cause of action they have, or may have, or may claim to have against the other Party; and (c) have entered into and executed this Settlement Agreement of their own choice and free will and in accordance with their judgment.

9. **Advice of Counsel.** The Parties acknowledge and agree they have given mature and careful thought to this Settlement Agreement and have been given the opportunity to review and discuss this Settlement Agreement independently with legal counsel.

10. **Denial of Liability.** By executing this Settlement Agreement, neither of the Parties admits the truth of any of the claims or allegations asserted against or by it by any other Party, and the Parties in fact expressly deny any liability to any other Party, and the execution of this Settlement Agreement shall not constitute nor ever be offered by any of the Parties as an admission of any fact or allegation asserted in any lawsuit or legal proceeding except in any proceeding initiated to enforce the terms of this Settlement Agreement.

11. **Entire Agreement and Inconsistent Provisions.** This Settlement Agreement embodies the complete agreement between the Parties regarding the subject matter hereof, nullifies any prior agreement concerning the subject matter hereof, and cannot be varied or terminated except by the written consent of all of the Parties and/or their attorneys.

12. **Tax Consequences.** The Parties make no representations regarding this Settlement Agreement's tax consequences, if any, and this Settlement Agreement is enforceable regardless of same. The Parties shall be solely responsible for any and all of their own taxes, interest, and/or penalties due and owing, if any, should any aspect of this Settlement Agreement be considered taxable to them.

13. **No Reliance.** In signing this Settlement Agreement, no Party has relied on or been induced to execute this Settlement Agreement by any statement, representations, agreements, or promises, whether oral or written, made by any other Party, her/its agents, employees, servants, or attorneys, or anyone else, other than the statements set forth in this Settlement Agreement.

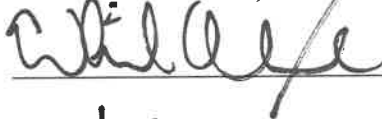
14. **No Third Party Beneficiaries.** The Parties expressly agree that they do not intend to benefit any third parties through this Agreement, that there are no third-party beneficiaries, and this Settlement Agreement is not intended to be enforceable by any third party.

15. **Paragraph Headings.** The paragraph headings utilized in this Settlement Agreement are for purposes of convenience of reference only, and shall not be used to construe, modify, alter or supplement the language following such headings.

16. **Effective Date.** By completing and signing this Settlement Agreement, the Parties agree to be bound by its terms on and forever after the date it is signed by each of the Parties hereto ("Effective Date"). If the Parties execute this Settlement Agreement on different dates, the Effective Date shall be the date of the last signature.

IN WITNESS WHEREOF, the Parties have carefully reviewed and read this Settlement Agreement and know the contents thereof and cause this instrument to be signed by their duly authorized representatives on their own free act and deed.

Lose & Associates, Inc. d/b/a Lose Design



Date: 2/2/26

Sworn to and subscribed before me  
this 2 day of February 2026



Notary Public

My Commission Expires

May 17, 2027



[Signatures continue on following page]

**Walton, County, Georgia**

\_\_\_\_\_

By: David G. Thompson, Chairman

Date: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires