

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (“the Settlement Agreement”) is entered into this 13th day of February, 2015, by and between Sampson Contracting, Inc (“Plaintiff”), and the Town of Southern Shores (“the Town”), a body politic and corporate located in Dare County and chartered by the State of North Carolina, Quible and Associates, P.C., Environmental Professionals, Inc., Joseph J. Anlauf, P.E., and George H. Wood (“Defendants”).

WITNESSETH:

A. Plaintiff is a North Carolina corporation and a provider of general contracting services in waterfront construction. Plaintiff bid to perform certain dredging work in the Currituck Sound and canals owned by the Town of Southern Shores (“the Project”). Plaintiff was the winning bidder to perform the Project as the General Contractor, and contracted with the Town in 2009 to perform this dredging work.

B. Quible and Associates, P.C. was hired by the Town as its engineer to consult with the Town on and oversee the Project (“Quible”).

C. Joseph J. Anlauf is a professional engineer, was employed with Quible, and provided engineering services on the Project to the Town on behalf of Quible (“Anlauf”).

D. Thomas Bennett was an independent contractor hired by the Town to act as the Town’s manager of the Project (“Bennett”).

E. Environmental Professionals, Inc. is a North Carolina corporation, and is an environmental consulting firm which was hired by the Town to consult on the Project (“EPI”).

F. George H. Wood is a principal with EPI (“Wood”).

G. Piedroba Marine Construction, LLC is a Florida Limited Liability Company, and was a first tier subcontractor of Plaintiff on the Project (“Piedroba”).

H. Byrd Brothers Emergency Services, LLC is a North Carolina limited liability company, and was a first tier subcontractor of Plaintiff on the Project (“Byrd Brothers”).

I. Plaintiff has filed suit in Dare County Superior Court at File No. 13 CVS 25 against the Town, Quible, Anlauf, Bennett, EPI, Wood, Piedroba and Byrd for claims it alleges arise out of the Project (“the Lawsuit”).

J. Defendants deny Plaintiff’s claims.

K. Plaintiff and Defendants wish to settle the lawsuit and all claims, disputes, and controversies between them in accordance with the terms and conditions set forth in this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Payment to Plaintiff. The Town, Anlauf and Quible's insurer, EPI and Wood shall pay to Plaintiff the total sum of Two Hundred Forty Eight Thousand and 00/100's Dollars (\$248,000.00) on or before February 15, 2015. This payment shall be made as follows: \$123,500.00 by the Town, \$123,500.00 by Anlauf and Quible's insurer, \$1000.00 by EPI and Wood.
2. Dismissal of the Lawsuit. On or before February 28, 2015, Plaintiff shall file a Notice of Voluntary Dismissal with Prejudice of the Lawsuit with the Dare County Clerk of Superior Court. The settlement funds shall be held in trust by Plaintiff's counsel until said Notice of Dismissal is filed.
3. Release by the Plaintiff. Plaintiff hereby releases, acquits, and forever discharges the Town, Quible, Anlauf, EPI, Wood, Piedroba, Byrd Brothers, Bennett, their successors, assigns, heirs, personal representatives, agents, contractors, insurers, and all other persons, firms, and corporations, including attorneys, representing or acting on behalf of any of the parties released, whether herein named or referenced or not, from any and all claims, damages, demands, costs (including court costs), expenses, attorneys' fees, and actions of any kind or nature whatsoever, which the Plaintiff may have against the parties released as of the date of this Settlement Agreement, whether known or unknown, contingent or absolute, existing at law or at equity, arising out of or in any way related to any actual or alleged act, decision, omission, ordinance or communication by the parties released; or the claims asserted or which could have been asserted in the lawsuit. Plaintiff, however, will retain any and all defenses to any claims by Byrd Brothers and Piedroba.
4. Costs. The parties will bear their own attorneys' fees, costs and expenses incurred in connection with the Lawsuit and this Settlement Agreement.
5. Settlement of a Disputed Claim. The parties hereto recognize that the claims asserted by Plaintiff and defenses asserted by Defendants are expressly denied by the other, and that each party denies any liability to the other. This Settlement Agreement is a compromise of the Lawsuit and disputes existing between the parties and this Settlement Agreement, any action on the part of the parties hereto or any payment made hereunder shall not be deemed as an admission of liability by any of the parties for any purpose.

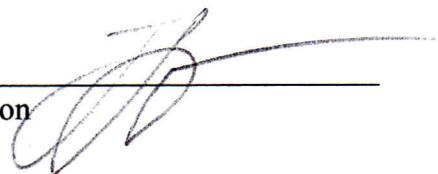
6. Entire Agreement. The parties entered into a Settlement Agreement at the conclusion of a mediated settlement conference held on January 22, 2015 (“Mediation Settlement Agreement”). The parties hereto acknowledge and represent that this Settlement Agreement along with the Mediation Settlement Agreement contains the entire agreement between them regarding the matters set forth herein, and that these two Agreements supersede all previous negotiations, discussions and understandings regarding such matters. The parties hereto acknowledge and represent that they (a) have reviewed the contents of this Settlement Agreement with their counsel, and (b) are relying on their own judgment and the advice of their counsel in executing this Settlement Agreement. All of the terms of this Settlement Agreement are contractual in nature, are considered material inducements to the parties’ decisions to enter into this Settlement Agreement, and are not mere recitals. This Settlement Agreement is intended to supplement the Mediation Settlement Agreement and the two Agreements are to be construed together.
7. Severability. If any provision of this Settlement Agreement is deemed to be unenforceable by a court of competent jurisdiction, the remaining provisions of this Settlement Agreement shall continue in full force and effect.
8. Applicable Law. North Carolina law shall govern the interpretation and enforcement of this Settlement Agreement without regard to the principles of conflicts of laws.
9. Successors and Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns, affiliates, shareholders, members, employees and agents.
10. Multiple Originals and Counterparts. This Settlement Agreement may be executed in multiple originals and in separate counterparts, each of which shall constitute an original, and all of which shall constitute the whole Settlement Agreement. Telecopied and/or scanned signatures shall be effective to bind the parties to this Settlement Agreement.

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

SAMPSON CONTRACTING, INC.

BY: _____

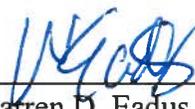
Jeremy, Sampson
President



TOWN OF SOUTHERN SHORES

BY: 
Peter Rascoe
Town Manager

QUIBLE AND ASSOCIATES, P.C.

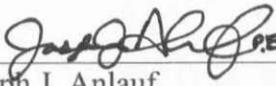
BY:  _____
Warren D. Eadus
President

Joseph J. Anlauf

QUIBLE AND ASSOCIATES, P.C.

BY:

Warren D. Eadus
President

 P.E. 2/13/15

Joseph J. Anlauf

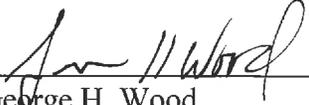
ENVIRONMENTAL PROFESSIONALS, INC.

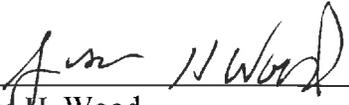
BY:

George H. Wood
President

George H. Wood

ENVIRONMENTAL PROFESSIONALS, INC.

BY: 
George H. Wood
President


George H. Wood