

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION**

SHANNON COUNTY, et al)	
)	
Plaintiffs,)	
)	
v.)	Case No. 1:21CV00128SNLJ
)	
L-A-D Foundation, Inc., et al,)	
)	
Defendants.)	

FINAL SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by the United States of America (United States) acting through the United States Department of Justice and the United States Department of the Interior, National Park Service (NPS), L-A-D Foundation, Inc. (L-A-D), and Shannon County, Missouri (Shannon County).

PREAMBLE

WHEREAS the United States and NPS, L-A-D, and Shannon County, through the Shannon County Commissioners, state that the establishment of the Ozark National Scenic Riverways (ONSR), Public Law 88-492 (Aug. 1964), authorized the Secretary of the Interior to acquire and “designate for establishment” certain lands within the State of Missouri as ONSR. This Public Law was enacted for the purpose of conserving and interpreting unique scenic and other natural values and objects of historic interest, including provisions for the use and enjoyment of outdoor recreational resources. Section 2 of the Public Law provides that the lands and waters owned by the State of Missouri could only be acquired with the consent of the State of Missouri.

The ONSR is crisscrossed with NPS roads, state and county roads, private roads, and trails. In 1990, NPS released a draft Roads and Trails Study and Environmental Assessment for public comment. In 1991, NPS implemented the Roads and Trails Study and Environmental Assessment ('91 R&T Study) to determine which roads would remain open to public use, as well as address the need for private property owners to use easement roads that provide access to property.

In 2020, the Department of Interior began to pursue the finalization of the 1991 R&T Study by developing a new Roads and Trails Plan to improve the system of ONSR roads and trails to ensure that it provides access to a variety of locations and experiences while also protecting the ONSR's fundamental resources and values. On June 18, 2021, NPS released a draft Environmental Assessment (EA) for the new Roads and Trail Plan in compliance with the National Environmental Policy Act (NEPA) and released it for public review. NPS released the final ONSR Roads and Trails Management Plan/Environmental Assessment ('22 R&T Plan) in April 2022, which was revised in March 2022.

Section 5 of the Public Law authorizes the ONSR to cooperate with the State of Missouri, its political subdivisions, and other federal agencies and organizations in formulating plans for land use, development and for preservation and enhancement of the natural beauty of the landscape and conservation of outdoor resources in the watersheds of the Current and Jacks Fork Rivers. The parties to this Agreement consulted with the Missouri Department of Conservation and Missouri State Parks to conclusively identify all Shannon County roads on their respective properties within the ONSR boundaries, and this road ownership will be included in the Amended Roads & Trails Plan.

The parties to this Agreement have been coordinating their efforts to eliminate disputes regarding ownership of roads and trails within the ONSR boundaries. As a result, this Settlement Agreement will be referenced in an Appendix of an Amended Roads and Trail Plan that will be finalized after the execution of this Agreement. The Amended Roads and Trails Plan will maintain the same County and State designations depicted in the 2022 ONSR Roads and Trails Management Plan/Environmental Assessment, except as modified by this Agreement.

WHEREAS the United States and Shannon County entered into a previous Partial Settlement Agreement on October 11, 2023, and all parties now desire to enter into this Agreement to fully compromise the above captioned suit as well as to clarify road ownership within ONSR boundaries not part of the suit.

NOW THEREFORE in consideration of the mutual covenants and undertakings set forth in this Settlement Agreement, the United States, L-A-D, and Shannon County agree as follows:

1. Roads Within the ONSR Boundary: Unless otherwise specified in this Agreement, or a formal Maintenance Agreement entered into between the parties subsequent to this litigation, NPS roads within the ONSR boundaries residing within Shannon County will be maintained by the NPS. Shannon County roads will be maintained by Shannon County. Said roads shall be maintained to a minimal maintenance standard, defined as a road that will be safely passable by a two-wheel drive vehicle and free from vegetative overhangs, washboards, washouts, heavy erosion, large depressions, ruts, and areas that can hold water or mud, with a right-of-way (ROW) being what presently exists, or 30 feet in width (15 feet on each side of the centerline), whichever is greater. NPS and Shannon County agree that the following Shannon County roads within ONSR boundaries exceed the standard 30' ROW and will have a 40' ROW: Jerktail, Shawnee Loop (CR

211), Rymer (CR M-471), Pulltite (CR EE-356), Current River State Park (CR 19D), Boyd's Creek (CR 19-324), North River Road (CR 308), Powell Springs (CR 203), Blue Spring on Current (CR 535), Macy Ridge (CR 539), Log Yard (CR HH-555), Boyd's/Wide Ford (CR 325), Devils Well, Echo Bluff Drive, CR 106A, and Blue Spring on Jacks Fork (O-437). Current and existing infrastructure that falls within the 40' ROW of these roads will remain in place and will not be removed or damaged. This includes gates, fences, boulders, signs, utilities, kiosks and other infrastructures installed by NPS. Nothing in this agreement implies financial obligations on either party for road maintenance.

2. Finality of Road Ownership: As a result of this Agreement, Shannon County shall not construct, maintain, or reroute any roads, designate any new roads, or assert new claims of road ownership upon real property within the ONSR boundaries as depicted in the March, 2022 Roads and Trails Plan, or that are not designated as owned by Shannon County in the Amended Roads and Trails Plan to be finalized pursuant to the terms of this Agreement. For purposes of this settlement, ONSR boundaries will be defined as those depicted as a dark green line in the March 2022 Roads and Trails Plan (ONSR boundaries), and applies to all lands within the ONSR boundaries, regardless of ownership. In addition, all roads within the ONSR boundaries have been assigned Federal, State or County ownership, and there will be no future designation of "public use" roads as defined by Missouri State Statute.

3. Signage: NPS and Shannon County will positively mark and identify each of their respective roads with a single unique road number or name. NPS agrees to install signage along county roads to reflect the park boundary. Within any Shannon County Road right-of-way, NPS may place wayfinding or other signage relating to the use of its adjacent lands. Such signs shall

be placed so they do not interfere with road use or maintenance. Except as agreed on for Flying W and Happy Hollow in paragraph 6R & 6W, *infra*, nothing in this Agreement shall be construed or interpreted as an admission, consent, grant, cede, or waiver of NPS's jurisdiction to regulate the maintenance or use of Shannon County Roads lying within ONSR boundaries.

4. NPS Amended Roads and Trails Plan: The parties agree that the Amended Roads and Trails Plan to be finalized pursuant to the terms of this Agreement will serve as the official map identifying ownership of federal, state and county roads within the ONSR boundaries, subject to unintentional errors regarding exact location and scale. However, this agreement will not prevent either party from closing their own roads, using their policies and procedures. NPS retains the right to establish new NPS roads, reroute existing NPS roads, close NPS roads, and eliminate further utilization of traces, trails, and other routes not shown in the Amended Roads and Trails Plan.

5. Consultation: This agreement further expands the opportunity for the NPS and Shannon County to work collectively on providing safe, traversable roads within and throughout the ONSR boundaries for the visitors of the park and for the citizens of Shannon County. NPS and Shannon County agree to consult with one another for any planned road closures within and throughout the ONSR boundaries. Shannon County shall coordinate with NPS for approval of ANY new roads, modifications to existing roads outside of the ROW, and transfers of existing roads, as well as work in good faith to enter into additional agreements for efficient road maintenance for NPS, L-A-D, or county roads within the ONSR boundaries. NPS and Shannon County agree to foster better relations and communication by participating in annual meetings to

discuss road maintenance concerns within the ONSR boundaries. In addition, both agencies will notify each other of any road maintenance issues that need immediate attention.

6. Amendments to the ONSR Roads and Trails Management Plan/Environmental Assessment, March 2022 Revision: The complete and inclusive list of roads within the ONSR that have been disputed and are now agreed upon are as follows:

A. Boyd Creek Spur Road:

- As identified in the '22 R&T Plan as NPS 674, is a NPS road.
- Shannon County releases all claims, legal or equitable, that the Boyd Creek Spur Road is a Shannon County road.
- No change will be made to the '22 R&T Plan.

B. Wide Ford Road:

- As identified in the '22 R&T Plan as NPS 751, is a NPS road.
- Shannon County releases all claims, legal or equitable, that the Wide Ford Road is a Shannon County road.
- No change will be made to the '22 R&T Plan.
- There is no vehicle ford.

C. Teddy O’Gwynn Road:

- As identified in the '22 R&T Plan as 2-3037, is a Shannon County road.
- '22 R&T Plan will be amended to depict this road as county owned (green) for both segments originally depicted as park (red) and private (purple). The road will be identified as “Teddy O’Gwynn”.

D. Paul Woods Tract Road:

- As identified in the '22 R&T Plan as NPS 807, is a Shannon County road.
- '22 R&T Plan will be amended to depict this road as county owned (green), with its terminus at the cemetery. It will be identified as CR 250-D

E. Lower Woods Hole Road:

- Shannon County releases all claims, legal or equitable, that the Lower Woods Hole Road is a Shannon County road.
- No change will be made to the '22 R&T Plan.

F. Broadfoot Field Road:

- As identified in the 91 R&T Study as 2-3063, the "Broadfoot Field Road" is a Shannon County road.
- '22 R&T Plan will be amended to add and depict this road as county owned (green), the same being a continuation of CR 205A adjacent to the Broadfoot Staging area going north and then turning east and terminating at the Broadfoot Primitive Campsite.

G. Broadfoot Hill Road:

- As identified in the '22 R&T Plan as NPS 108, is a NPS road.
- Shannon County releases all claims, legal or equitable, that the Broadfoot Hill Road is a Shannon County road.
- No change will be made to the '22 R&T Plan.

H. Blue Bird Ranch Road:

- As identified in the '22 R&T Plan as NPS 208 is a Shannon County road terminating at the NPS designated high bench prior to the boat access.
- '22 R&T Plan will be amended to depict this road as county owned (green), the same being a continuation of CR 106-211, with its terminus at the high bench. The campground loop road will be added to the '22 R&T Plan and depicted as park owned (red).
- The portion of the roadway from the high bench to the river's edge is a NPS boat access. Shannon County releases all claims, legal or equitable, that the boat access or campground loop is Shannon County roads.

I. Shedd Tract Trace:

- As identified in the '22 R&T Plan as 5-3065 is a Shannon County road.
- '22 R&T Plan will be amended to depict this road as county owned (green) and identified as CR V-213.

- The road terminates at the “T” intersection where the Shawnee Loop and the Two Rivers Loop Horse Trails connect. Shannon County releases all claims, legal or equitable, that the trails beyond (north/south) of the “T” intersection are Shannon County roads.
- The NPS will construct and maintain a parking area at the terminus adjacent to the “T” intersection with the NPS designated Horse Trail.

J. Two Rivers Road:

- Two River’s Spur beginning at the terminus of CR 235A (near NPS Parking Lot at NPS 755) and continuing to the historic ford as depicted in the 1981 GMP is a Shannon County road.
- '22 R&T Plan will be amended to add and depict this road as county owned (green).
- This is a Shannon County vehicle ford connecting to Moloney Road (CR 235) on the north side of the Current River. The spur and the ford will be identified as CR 235A.
- Shannon County will establish and maintain signs on both sides of the ford identifying that it is a Shannon County road Ford.

K. Coot Hollow and Moloney Road:

- As identified in the 1991 R&T Study as 4-3073, the same being a continuation of that road identified in the 2022 R&T Plan as CR P-235, continuing to, including, and over NPS 4-3075, together with the spur leading to the historic ford as depicted in the 1981 GMP, are Shannon County roads.
- '22 R&T Plan will be amended to add and depict this road as county owned (green) and identified as CR 235.
- The remaining portions of 4-3073 that lay east of its intersection with NPS 4-3075, including NPS 811, are NPS or private roads as depicted in the 2022 R&T Plan.
- The historic ford location (1981 GMP) on the north side of the Current River will also be listed by NPS as a boat access. CR 235A will ford the river from the south side to this location and will connect to CR 235.

- The spur depicted on the 1991 R&T Study leaving road 4-3073 and terminating at the “Gaging Station” has been abandoned, and Shannon County releases all claims, legal or equitable, that this road is a Shannon County road.

L. Weston Road/Martin Hole Road:

- As identified in the '22 R&T Plan as NPS 207 is a Shannon County road from CR 106-215 to that point where the tree line ends and the gravel bar begins, identified as the following GPS coordinate utilizing decimal degrees: Latitude 37.17821 N and Longitude 91.22087 W, (Map Datum WGS-84, +/- 50').
- '22 R&T Plan will be amended to depict this road as county owned (green) with the above stated terminus.
- As identified in the '22 R&T Plan as NPS 207 is a NPS road from that point described above to a parking area, which is located on a high bench prior to descending toward the river, identified as the following GPS coordinate utilizing decimal degrees: Latitude 37.17824 N and Longitude 91.22288 W, (Map Datum WGS-84, +/-50'). Shannon County releases all claims, legal or equitable, that this section of road is a Shannon County road.
- NPS will develop a parking area at the terminus of NPS 207, in close proximity to the river.

M. Brandt Field Road:

- As identified in the '22 R&T Plan as NPS 770, is a NPS road.
- Shannon County releases all claims, legal or equitable, that the Brandt Field Road is a Shannon County road.
- No change will be made to the '22 R&T Plan.
- NPS will establish and maintain a sign at this location identifying when road is annually open.

N. Rocky Creek Landing Road:

- As identified in the '22 R&T Plan as NPS 213, from the end of CR 522A to the NPS designated high bench prior to the boat access, is a Shannon County road.
- '22 R&T Plan will be amended to depict this road as county owned (green), the same being a continuation of CR 522A, with its terminus at the high bench prior to the boat access.

- The portion of the roadway from the high bench to the river's edge is a NPS boat access. Shannon County releases all claims, legal or equitable, that the access is a Shannon County road.
- NPS 213 (from the "Y" to Robert's Field Camp Area) is a NPS road. Shannon County releases all claims, legal or equitable, that this section of road is a Shannon County road.

O. J.R. Bland Road:

- As identified in the '22 R&T Plan as NPS 769 is a Shannon County road.
- '22 R&T Plan will be amended to depict this road as county owned (green), with its terminus at the cemetery. It will be identified as CR 522B.
- The MDC Road depicted as state owned (green), will be amended to county and identified as CR 522B.

P. East Bland Loop (Ant Hole):

- As identified in the '91 R&T Study as 4-3110 is a Shannon County road.
- '22 R&T Plan will be amended to depict this road as county owned (green) and identified as CR 539.
- The section of NPS 733 identified in the '22 R&T Plan that is not part of 4-3110 will be closed (already washed out) and removed from the Amended R&T Plan.
- The road going to Ant Hole through the field toward the Current River has been abandoned, and Shannon County releases all claims, legal or equitable, that this road is a Shannon County road.

Q. Baptizing Hole Road:

- As identified in the '22 R&T Plan as NPS 217, is a NPS road.
- Shannon County releases all claims, legal or equitable, that the Baptizing Hole Road is a Shannon County road.
- No change will be made to the '22 R&T Plan.

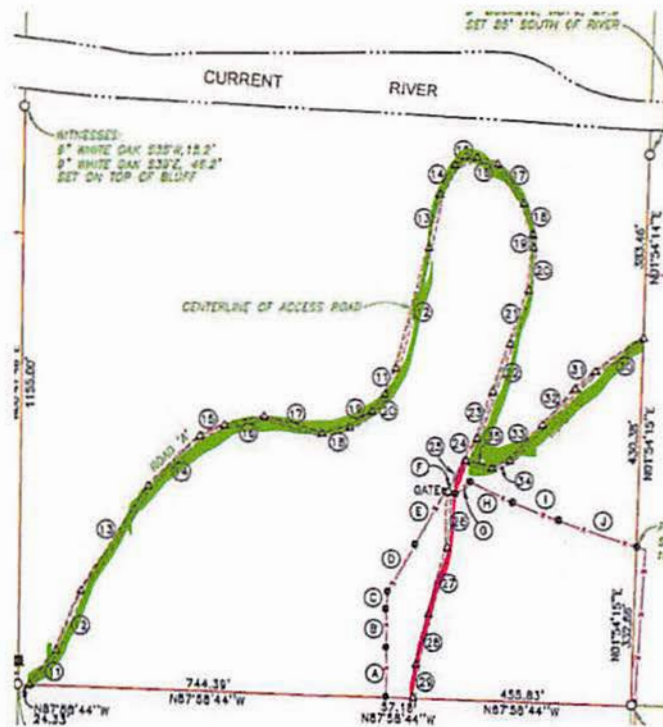
R. Flying W to Carter Riley (Bluff School):

- As identified and surveyed by Thomas J. Mathis on October 4, 2023, as Job No. 22219, and produced in discovery as SC021918, is a Shannon County road.

- '22 R&T Plan will be amended to add and depict this road as county owned (green) and identified as CR K-W north of Current River and CR 385A south of Current River.
- County agrees that its road maintenance activities shall not encroach upon, nor affect the structural integrity of, Bluff School or the existing fence along Bluff School.
- This is a Shannon County vehicle ford. Shannon County will establish and maintain signs on both sides of the ford identifying it is a Shannon County road Ford.
- County agrees that NPS will place no parking signs between NPS's designated parking area and river crossing.

S. Lewis Hollow (All Roads):

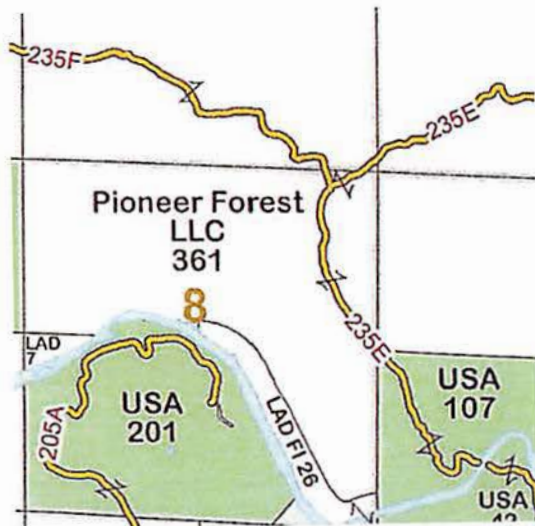
- As identified and surveyed by Craig L. Ruble, on May 20, 2002, as Job No. 02122, recorded on August 3, 2023, with the land records of Shannon County, produced in discovery as NPS-0002956, is a Shannon County road for those segments highlighted in green below:



- County agrees that the section of road highlighted above in green, from the junction (GPS waypoint #24) to the lower ford will remain a single lane road.
- The upper ford, identified as “Banks Ford” in the '22 R&T Plan, and the roadway highlighted in red upon Craig L. Ruble’s survey above, has been abandoned, and will not be included in the amended '22 R&T Plan. Shannon County releases all claims, legal or equitable, that the upper ford and the road segment highlighted in red is a Shannon County road Ford and Shannon County road.
- The section of road between points L1 and L18 as identified and surveyed by Thomas J. Mathis on November 22, 2023, as Job No. “Job#”, and produced in discovery as SC022020, is a Shannon County road.
- '22 R&T Plan will be amended to add the above stated Shannon County roads depicted in green and identified as CR 359. The '22 R&T Plan will be further amended by changing the road designation north of Current River from CR KK-359 to CR 359.
- The lower ford, i.e. the ford at the eastern terminus of the Thomas J. Mathis Survey and at the southern terminus of the road identified as ‘CR KK-359’ in the '22 R&T Plan, is a Shannon County vehicle ford. Shannon County will establish and maintain signs on both sides of the ford identifying that it is a Shannon County road Ford.

T. Nelson Tract & CR235E:

- As identified and depicted in the '91 R&T Study, as 5-3064, is a Shannon County road.
- '22 R&T Plan will be amended to add and depict this road as county owned (green) and identified as CR 205, with its terminus where the horse trail intersects with the road.
- As identified and depicted in the 2021 Shannon County Plat Book, Shannon County releases all claims, legal or equitable, that the portion of CR235E that traverses south from the CR235E & CR235F intersection, located in Section 8, Township 29 N, Range 3W, is a Shannon County road. The parties acknowledge that a portion of said road is outside the ONSR boundaries.



U. Old 106 Roads (East and West):

- Shannon County releases all claims, legal or equitable, that Old 106 (NPS 131 & 129 in the '22 R&T Plan) is a Shannon County road.
- No change will be made to the '22 R&T Plan.

V. North River Road:

- As identified and depicted in the '22 R&T Plan, as NPS 160, is a NPS road.
- Shannon County releases all claims, legal or equitable, that the North River Road is a Shannon County road.
- No change will be made to the '22 R&T Plan.

W. Happy Hollow (at Alley Spring Campground):

- As identified and surveyed by Thomas J. Mathis on November 17, 2023, as Job No. 23, and produced in discovery as SC022019, is a Shannon County road.
- '22 R&T Plan will be amended to depict this road as county owned (green) and identified as a continuation of CR 423.
- The existing stop sign will remain at the existing location where CR 423 intersects with NPS 156. Ownership from this intersection eastwardly to Highway 106 will be owned by Shannon County.

- The short section of CR 423 that crosses NPS 156 and travels North where it terminates at Highway 106 (depicted in the '22 R&T Plan) will be removed from the amended plan.

X. CR 19-208:

- As identified and depicted in the '22 R&T Plan, as CR 19-208 is a Shannon County road. The loop near Griggs Horse Crossing and the spur leading to the highline have been abandoned, and Shannon County releases all claims, legal or equitable, that those particular sections of 19-208 are Shannon County roads.
- '22 R& T Plan will be amended to extend CR 19-208 to the river, where it will terminate at the lower gravel bar. The portion of the roadway near the river's edge is a NPS boat access and primitive cluster campsite.
- As identified and depicted in the '22 R&T Plan, as 2-3061 is a Shannon County road.
- '22 R&T Plan will be amended to depict 2-3061 as county owned (green) and identified as a continuation of CR 19-208.

Y. Powell Cemetery Road:

- As identified and depicted in the '22 R&T Plan, as NPS 809 is a Shannon County road.
- '22 R&T Plan will be amended to depict this road as county owned (green), with its terminus at the Powell Cemetery, and identified as CR 235F.

Z. CR 106-B:

- As identified and depicted in the '22 R&T Plan as MDC 29 is a Shannon County road.
- '22 R&T Plan will be amended to identify this road as a continuation of CR 106A.

AA. CR 327 (Goehler Cabin):

- The portion of CR 327, depicted in the '22 R&T Plan, that traverses westerly and upstream past its intersection with the road identified as private, has been abandoned if it ever existed, and Shannon County releases all claims, legal or equitable, that this road is a Shannon County road.

- The road identified as private and depicted as connecting the Goehler property to CR 327 is a Shannon County road that terminates at the Goehler property boundary.
- '22 R&T Plan will be amended to remove the abandoned segment of CR 327 and depict the private road in purple as county owned (green) and a continuation of CR 327, with a terminus at the Goehler property boundary.

BB. CR 206 (Smith Farm):

- As identified and depicted in the '22 R&T Plan, private road #5-423 is a Shannon County road that terminates at the Smith property boundary.
- '22 R&T Plan will be amended to depict this road as county owned (green) and identified as a continuation of CR 206, terminating at the Smith property boundary.

CC. Fish Trap Road (Conway Cabin):

- That road leading to the Conway Cabin, identified by Shannon County as “Fish Trap Road” is a Shannon County road that terminates at the Conway property boundary.
- '22 R&T Plan will be amended to add and depict this road as county owned (green) and identified as “Fish Trap Road” and with a terminus at the Conway property boundary.

DD. Buffington Road:

- The road depicted in the '22 R&T Plan as CR425 is identified by Shannon County as “Buffington Road” and is a Shannon County road.
- '22 R&T Plan will be amended to identify this road as “Buffington Road”.

EE. CR E-412 (Chalk Bluff):

- The road identified as CR E-412 in the '21 Shannon County Plat Map located in Section 17, Township 28N, Range 5W is a Shannon County road that terminates at the top of Chalk Bluff at the following GPS coordinate utilizing decimal degrees: Latitude 37.093636N and Longitude 91.510848W, (Map Datum WGS-84, +/- 50').
- '22 R&T Plan will be amended to add and depict this road as county owned (green), with a terminus at the location above stated.

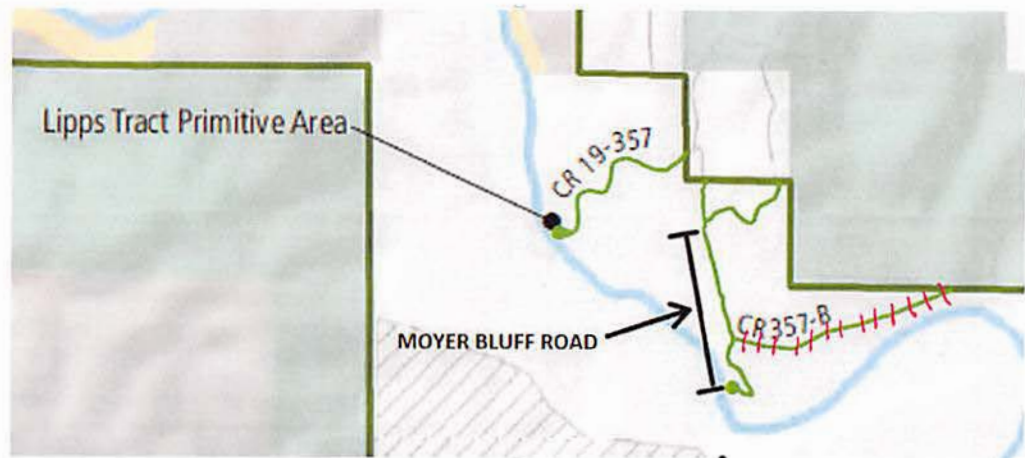
- Shannon County releases all claims, legal or equitable, that the road beyond the described terminus is a Shannon County road.
- The end of the roadway will include a vehicle turn around.

FF. Maggard Field Road:

- The road identified as CR 385A in the '22 R&T Plan leading to the Maggard field has been abandoned, and Shannon County releases all claims, legal or equitable, that the road is a Shannon County road.
- '22 R&T Plan will be amended to remove this road.
- '22 R&T Plan will be amended to show CR385A as indicated above in Paragraph R. Flying W to Carter Riley.

GG. CR 357B & Moyer Bluff Road:

- The roads identified as CR 19-357 & CR 357-B in the '22 R&T Plan are incorrect. What follows is a depiction of the same with an explanation thereafter:



- The green road with red crosshatching identified as “CR 357-B” has been abandoned, and Shannon County releases all claims, legal or equitable, that this road is a Shannon County road.
- The green road adjacent to the black scale bar is a Shannon County road identified by Shannon County as “Moyer Bluff Road.”

- The remainder of the roadway depicted in green not addressed above is a Shannon County road identified by Shannon County as “CR 357B.”
- '22 R&T Plan will be amended to remove the red crosshatched road, identify the segment adjacent to the scale bar as “Moyer Bluff Road,” and replace the “CR 19-357” identification with “CR 357B.”

HH. MDC 18 & Moss Tie Company:

- The road identified as Shannon County Road, that veers off of MDC 18 in the '22 R&T Plan has been abandoned, and Shannon County releases all claims, legal or equitable, that the road is a Shannon County road.
- '22 R&T Plan will be amended to remove this road and terminate MDC 18 at the T.J. Moss Tie Company property line.

7. **Mutual Release:** Each Party releases and discharges the other Parties and their past or present employees, representatives, or agents, in their official or individual capacities, or any agency or instrumentality of the United States, L-A-D Foundation, or of Shannon County, from any and all claims, legal and equitable, arising from or related to the roads that lie within the ONSR boundaries as depicted in the 2022 Roads and Trails Plan, March 2022, revision. Each party is to bear their own attorney fees and litigation expenses. The Parties agree that this paragraph does not preclude any Party from seeking to enforce the terms of this Agreement.

8. **No Precedential Value:** This Agreement shall not constitute a precedent or argument in this or any other matter, nor shall it be used as evidence or otherwise in any pending or future civil or administrative action against or involving the Parties, or its employees, representatives, or agents, or any agency or instrumentality of the Parties, except as may be necessary to establish or clarify the Parties' respective rights and obligations under this Agreement, or to show estoppel against any future litigation in violation of this Agreement. The Parties

acknowledge that negotiations underlying the Agreement are subject to Federal Rule of Evidence 408.

9. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective predecessors, successors, agents, and assignees.

10. **Entire Agreement:** The terms of this Agreement shall constitute the entire settlement agreement between the Parties, replacing the Partial Settlement Agreement, with regard to the final disposition of the claims and the Parties respective rights and obligations under this Agreement, and any prior oral or written statement, representation, agreement, or understanding that is not expressly contained herein, shall have no force of effect whatsoever. This Agreement shall be deemed to have been drafted jointly by the Parties, and no alleged ambiguity shall be construed against any Party as the drafter.

11. **Counterparts and Facsimiles:** The Parties may execute this Agreement in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. A facsimile or other duplicate of a signature shall constitute an acceptable, binding signature for purposes of this Agreement. This Agreement will become effective upon execution of the Agreement by the signatories for all Parties and delivery of the fully executed Agreement to all Parties.

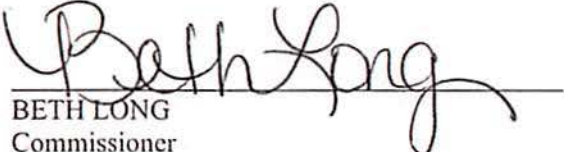
12. **Agreement Voluntary:** The Parties hereby declare that they have voluntarily entered into this Agreement in good faith, have read and fully understand the entire Agreement, and consider it to be a fair and reasonable settlement agreement.

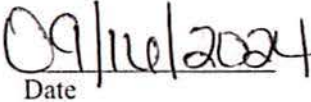
13. **Consent Decree:** Each party agrees to use its best efforts to incorporate into a


proposed Consent Decree all the substantive terms of this Settlement Agreement and, within twenty-one days of the execution of this Settlement Agreement, the parties shall submit the proposed Consent Decree to the Court for its approval. If the Court is unwilling to approve the proposed Consent Decree in its entirety, each party agrees to use its best efforts to include within the Consent Decree as many substantive issues as the Court will allow.

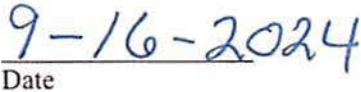
SHANNON COUNTY

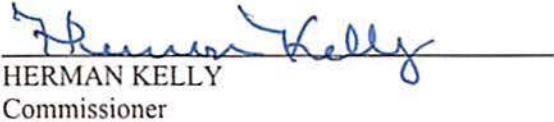
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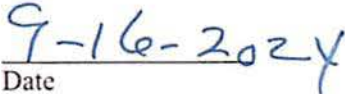

BETH LONG
Commissioner


Date


DALE COUNTS
Commissioner



Date


HERMAN KELLY
Commissioner

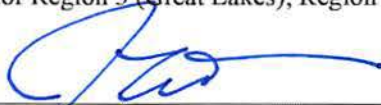

Date

THE NATIONAL PARK SERVICE AND UNITED STATES OF AMERICA

National Park Service By:

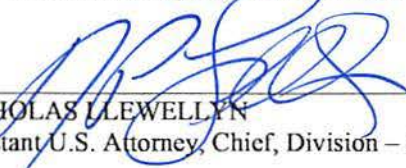

HERBERT C. FROST, Ph.D., Regional Director
National Park Service
Interior Region 3 (Great Lakes); Region 4 (Mississippi Basin); Region 5 (Missouri Basin)

9-27-2024
Date


D. JASON LOTT, Superintendent
National Park Service
Ozark National Scenic Riverways

9-23-2024
Date

SAYLER FLEMING
United States Attorney Eastern District of Missouri

By: 
NICHOLAS LEWELLYN
Assistant U.S. Attorney, Chief, Division – USAO-EDMO

10/2/2024
Date

L-A-D FOUNDATION

By:


SUSAN FLADER
Foundation Board President

9-17-2024
Date