

SETTLEMENT AGREEMENT

Whereas, there is now pending the case of the *Missouri Civil War Museum v. the City of St. Louis*, Cause No. 1722-CC10277 (“Lawsuit”), in the Circuit Court of the City of St. Louis, and

Whereas, the parties desire to resolve the issue of the ownership and disposition of the Confederate Monument currently located in Forest Park (hereinafter “the Monument”), and

Whereas, the City of St. Louis (“City”) intends to permanently remove and relocate the Monument from Forest Park, and

Whereas, the Missouri Civil War Museum, United Daughters of the Confederacy – Missouri Division, and the St. Louis Confederate Monument Association have all asserted claims of ownership of the Monument, and

Whereas, the Missouri Civil War Museum, United Daughters of the Confederacy – Missouri Division and the St. Louis Confederate Monument Association agree to certain stipulations concerning the final disposition of the Monument.

Wherefore, the parties agree as follows:

1. The Missouri Civil War Museum shall remove the Monument, in its entirety, from its current location in Forest Park no later than June 30, 2017. The City will ensure that the Missouri Civil War Museum and its contractor, Heitkamp Masonry, Inc., have access to the Monument as necessary to dismantle and remove the Monument from Forest Park. Additionally, the City will provide the Missouri Civil War Museum and its contractor access to the cap or “crown” of the Monument that was previously removed and permit the Civil War Museum to remove it as well.
2. The Missouri Civil War Museum agrees to bear all costs associated with dismantling the Monument, transporting it out of Forest Park and storing the Monument subsequent to its removal. The City acknowledges that removing the Monument may cause some minor damage to the Monument site and the ground immediately adjacent to the site. Neither the Missouri Civil War Museum nor its contractor shall be responsible for the anticipated and normal wear and tear or damages associated with removing the Monument from the site.
3. The Missouri Civil War Museum, United Daughters of the Confederacy – Missouri Division, and the St. Louis Confederate Monument Association each agree that after the Monument is removed from Forest Park, it will not be placed or publicly displayed in the City of St. Louis or St. Louis County at any time in the future.
4. The Missouri Civil War Museum, United Daughters of the Confederacy – Missouri Division, and the St. Louis Confederate Monument Association each agree that any future placement and display of the Monument will be limited to the following locations: a Civil War Museum, Civil War battlefield, or Civil War cemetery. Prior to the Monument being placed


at any of those locations, the Missouri Civil War Museum will first advise the Office of the Mayor of the City in writing, with copies provided to the City Counselor, no less than five days prior, of the location of its intended placement so that the City may confirm that the placement is consistent with the terms of this Settlement Agreement.

5. The United Daughters of the Confederacy – Missouri Division and the St. Louis Confederate Monument Association each attest, agree and covenant that they have conveyed any and all ownership they might have in the Monument to the Missouri Civil War Museum.
6. The Missouri Civil War Museum warrants, covenants and agrees that if it ever voluntarily relinquishes its possession, control or custody of the Monument to a third party, said third party shall be bound by the terms and conditions of this Settlement Agreement.
7. The Missouri Civil War Museum agrees to indemnify and hold harmless the City for any damages it may incur as the result of the City's compliance with the terms of this Settlement Agreement, including but not limited to any third party claims asserting any type of ownership interest in the Monument.
8. The Missouri Civil War Museum, United Daughters of the Confederacy – Missouri Division and the St. Louis Confederate Monument Association do each, for themselves and their respective executors, administrators, successors in interest and assigns, hereby release and forever discharge the City of St. Louis, its agents, servants and employees, from any and all claims, demands, actions, or causes of action that they now have, or may hereafter have, in any way related to the ownership or disposition of the Monument, including but not limited to claims asserted, or which could have been asserted, in the Lawsuit.
9. The Missouri Civil War Museum, United Daughters of the Confederacy – Missouri Division and the St. Louis Confederate Monument Association shall dismiss the Lawsuit with prejudice immediately after removal of the Monument is complete and confirmed by the City's Director of Parks, Recreation & Forestry or by July 6, 2017 at 9 a.m., whichever occurs first. The parties agree to bear their own costs and attorneys' fees.
10. If removal of the Monument is complete and confirmed by the City's Director of Parks, Recreation & Forestry no later than July 6, 2017 at 9 a.m., the City consents to the release and return of the bond posted with the Court by the Missouri Civil War Museum in conjunction with the temporary restraining order previously issued in the Lawsuit. If the Missouri Civil War Museum fails to complete the removal of the Monument prior to July 6, 2017 at 9 a.m., the City shall be entitled to complete the removal of the Monument, retain any portions of the Monument that the City removes, and recover against the aforementioned bond posted by plaintiff in the Lawsuit to reimburse the City for expenses incurred in such removal. In such case, the City shall also be entitled to pursue claims for any Monument removal expenses that exceed the amount of the ten-thousand dollar (\$10,000) bond posted in the Lawsuit.


11. Except as provided in paragraph 11 above, the City hereby waives and releases any and all claims, causes of action and/or demands which it may have against the Missouri Civil War Museum, United Daughters of the Confederacy – Missouri Division and the St. Louis Confederate Monument Association related to the claims asserted in the Lawsuit.
12. The waiver and release terms contained in this Settlement Agreement shall not be construed to prevent the parties from enforcing the terms of this Settlement Agreement.
13. This Settlement Agreement represents a compromise of disputed claims, and the considerations set forth herein, including the mutual promises and agreements, are not to be construed as an admission of liability on the part of anyone.

Dated: June 23 2017
 City of St. Louis

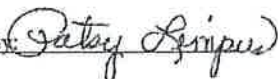
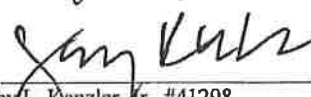
The Missouri Civil War Museum

By: 
 Jay L. Kanzler, Jr.
 WITZEL, KANZLER & DIMMITT, LLC
 2001 S. Big Bend Boulevard
 St. Louis, Missouri 63117
*Attorney for Plaintiff Missouri
 Civil War Museum*


City of St. Louis, Mo.

By: 
 Michael A. Garvin, #39817
 Erin K. McGowan, #64020
 Attorneys for Defendant
 Room 314, City Hall
 1200 Market Street
 St. Louis, MO 63103
 Phone: (314) 622-3361
 Fax: (314) 622-4956
Attorneys for City of St. Louis, Mo.

**The United Daughters of the Confederacy
 Missouri Division**

By: 

 Jay L. Kanzler, Jr., #41298
 WITZEL, KANZLER & DIMMITT, LLC
 2001 S. Big Bend Boulevard
 St. Louis, Missouri 63117

**St. Louis Confederate Monument
 Association**

By: 

Attorney for Plaintiffs Missouri Civil War Museum, United Daughters of the Confederacy – Missouri Division and the St. Louis Confederate Monument Association