

**SETTLEMENT AGREEMENT and RELEASE OF CLAIMS**

**THIS SETTLEMENT AGREEMENT and RELEASE OF CLAIMS**, made and entered into this day by Green-Taylor Water District (“the District”) and Larry Cann as Manager of the engineering company, Cann-Tech LLC (collectively herein “Cann-Tech”); reads as follows:

**WHEREAS**, Cann-Tech provided engineering services to the District over the past several years until the District decided to terminate the relationship in or about December 2020;

**WHEREAS**, at that time, Cann-Tech had several projects that had balances for payment due and owing to Cann-Tech. Specifically, those projects were: (1) the Horsely project (Cann-Tech job #454); (2) the 2019 project (Cann-Tech job #491); and (3) the 2020 project (Cann-Tech #517) (collectively the “Projects”);

**WHEREAS**, beyond the Projects, and except as set forth in paragraph (c) below, the parties hereto agree there are no other contractual obligations remaining or contemplated between the parties;

**WHEREAS**, Cann-Tech and the District desire to formally end their contractual relationship and to settle, fully, finally and amicably, all known and unknown claims;

**NOW, THEREFORE**, in order to provide said benefits and in consideration of the mutual promises, covenants and representations set forth below and other good and valuable consideration, the parties agree as follows:

- (a) That the District shall immediately pay to Cann-Tech the sum of \$53,000.00 as full, final and fair consideration for all outstanding obligations to Cann-Tech

under the Projects, thereby releasing the District from liability on any and all contractual obligations between the parties thereto;

(b) Cann-Tech shall and the District shall, in consideration for entering into this Agreement and said payment herein, release each other and its members, directors, officers, employees, representatives, assigns, agents, and attorneys, from any and all charges, complaints, grievances, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including interest, attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, which each party has had or may hereafter claim to have had, against the other by reason of any contract, project, matter, act, omission, cause or event whatever from the onset of their contractual relationship until the date of this Agreement. Notwithstanding the foregoing, the District's release herein shall relate solely to Cann-Tech job #491, and Cann-Tech job #517, referenced above.

(c) Cann-Tech shall cease any and all work being done on behalf of the District, with the exception of the US 68 Russell Creek Hill project (identified by the Kentucky Transportation Cabinet as "Item No. 4-397.12"). Upon completion of "Item No. 4-397.12", Cann-Tech shall no longer represent the District in any matters with the Kentucky Transportation Cabinet. Kentucky Transportation Cabinet is directly responsible for Cann-Tech's engineering fees on said project and accordingly, the District shall bear no responsibility for any such fees.

However, the District does agree to cooperate with Cann-Tech and the Kentucky Transportation Cabinet to ensure all fees are properly paid to Cann-Tech for the US 68 Russell Creek Hill project.

**IN WITNESS WHEREOF**, the undersigned has executed this Settlement Agreement and Release of Claims as of the date indicated after their signatures.

*Larry Cann*  
Larry Cann, Manager of CANN-TECH, LLC

Date: 10/12/21

*Terry Mardis*  
Terry Mardis, Chairman, Green-Taylor Water District  
100579433.1

Date: 10/12/21