

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Agreement is made as of this ____ day of October, 2023 between the City of Kingsport for its Kingsport City Schools and C & C Restoration, Inc. relative to claims arising out of remediation services performed by C & C Restoration, Inc. at the Tribe Athletic Complex located at 2533 North John B. Dennis Highway, Kingsport, Tennessee.

WITNESSETH:

WHEREAS, on or around December 26, 2022, City of Kingsport for its Kingsport City Schools (hereinafter City) contacted C & C Restoration, Inc., (hereinafter C & C) for C & C to provide water remediation services (the "Services") at the Tribe Athletic Complex, formerly known as Sullivan North High School, located at 2533 North John B. Dennis Highway, Kingsport, Tennessee (the "Property") which suffered water damage due to fire sprinkler line breaks as a result of abnormally cold weather; and

WHEREAS, a dispute arose between the Parties as to the charges for the Services at the Property (the "Dispute"); and

WHEREAS, in an effort to amicably resolve the Dispute without further controversy, expense, and delay representatives of the Parties participated in mediation which produced a viable resolution of all disputes and claims between the Parties in relation to the Services and the Property.

NOW THEREFORE, in consideration of the premises, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged City and C&C agree as follows:

1. City shall pay to C & C the sum of \$850,000.00 no later than October 6, 2023 which shall constitute a total payment to C & C for the Services of the total sum of \$2,070,063.09 based on prior payments totaling \$1,220,063.09.

2. Subject to the provisions of paragraph 4.) below, City hereby releases and discharges C & C, its successors, subsidiaries, shareholders, officers, and agents from any and all claims, obligations, debts, or causes of action of any kind or nature whatsoever, in law or equity which are known or may become known associated with the Services, the Property and the Dispute.

3. C & C does hereby accept the total sum of \$2,070,063.09 as full and final payment for all services rendered and costs incurred for the Services at the Property and C & C does hereby release City, its elected officials, officers, and employees from all claims, obligations, debts, or causes of action of any kind or nature whatsoever, in law or equity which are known or may become known associated with the Services, the Property, and the Dispute.

4. C & C shall indemnify, defend, and hold harmless City its elected officials, officers, and employees from any and all claims, demands, causes of action, or suits of any kind or nature whatsoever in law or equity whether currently known or unknown by

C & C's suppliers and/or vendors associated with the Services, the Property, and the Dispute.

5. The Parties agree that each has incurred legal costs or expenses during the course of their dispute leading up to and including execution of this agreement and that each party is responsible for its respective legal costs or expenses.

6. The Parties agree that this agreement is being entered into in order to resolve disputes to which reasonable minds may disagree and is not an admission of fault or wrongdoing by either party nor shall it be construed as such.

7. This agreement shall be construed in its entirety according to its plain meaning. The parties hereby agree that this agreement shall be construed as a negotiated agreement with mutual input by equally sophisticated parties who have conferred with their respective counsels as to its terms and therefore this agreement shall not be construed against either party.

8. The parties represent and warrant to each other that the individuals signing this agreement on behalf of the parties have been duly authorized by appropriate corporate or entity action to execute this agreement, and that the signatures of the parties below are binding on such respective party and create an enforceable contract between the parties.

9. Any action to enforce this agreement shall be brought in the Circuit Court at Kingsport, Tennessee.

10. This agreement shall be binding on the parties, their legal representatives, successors, heirs and assigns.

11. Each Party acknowledges and warrants to each other that it has not at any time heretofore assigned to any other person or entity all or any portion of any claim or potential claim whatsoever that it may have or may have had against another Party hereto arising from, on account of, in connection with, or otherwise relating to the Services and the Dispute.

12. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Tennessee.

13. No party may assign any of its rights hereunder with the prior consent of the other party.

14. This agreement shall only be modified or amended in writing and signed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Mutual Release as of the date first above written.

C & C Restoration, Inc.

City of Kingsport, Tennessee

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney