

## SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter “Agreement”) is entered into by Oasis Consulting Services, LLC and Oasis Construction Services, Inc., D/B/A Oasis Consulting Services (“Oasis”) and Hall County, (collectively referred to as the “Parties”).

WHEREAS, on or about February 19, 2018, Oasis entered into a contract with Hall County (“Contract”) to perform engineering consultant services on the Candler Road Municipal Solid Waste Landfill Phase II Cell 2 (the “Project”);

WHEREAS, the landfill conveyance system’s stormwater diversion berm failed on May 4, 2019, and January 3, 2020;

WHEREAS, the Parties dispute the cause of the stormwater diversion berm failures;

WHEREAS, Hall County filed a Complaint on January 4, 2021, in Civil Action Filing No. 021CV344212, (the “Civil Action”);

WHEREAS, the Parties have agreed to settle all claims asserted and dismiss the Civil Action for the amount set forth herein;

NOW THEREFORE, in consideration of the mutual promises and benefits to be obtained by each of the Parties hereto and other good and valuable consideration the Parties agree as follows:

1. **Recitals.** The Parties acknowledge and agree that the foregoing recitals are true and accurate and are hereby incorporated into this Agreement.
2. **Settlement Payment.** Oasis shall pay or cause to be paid to Hall County the sum of \$952,393.65 (“Settlement Payment”) in good funds by September 16, 2022. The Settlement Payment shall be paid via wire transfer to \_\_\_\_\_.
3. Except as provided for herein, the Parties shall bear all their own costs, expenses, and attorney’s fees.
4. **Release of Oasis.** In consideration for full and timely performance of this Agreement, and upon timely receipt of the Settlement Payment, Hall County RELEASES, ACQUITS, AND FOREVER DISCHARGES Oasis, its agents, shareholders, members, representatives, attorneys, employees, officers, and directors (as the case may be) from any and all claims, complaints, causes of action, and suits by reason of any and all acts, omissions, events, circumstances, or facts related to or arising from the subject matter of the Civil Action.
5. **Release of Hall County.** In consideration for full and timely performance of this Agreement, and upon Hall County’s timely receipt of the Settlement Payment, Oasis RELEASES, ACQUITS, AND FOREVER DISCHARGES Hall County, its commissioners, agents, representatives, attorneys, employees, and officers (as the case may be) from any and all

claims, complaints, causes of action, and suits by reason of any and all acts, omissions, events, circumstances, or facts related to or arising from the subject matter of the Civil Action.

- 6. Modifications.** No part of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of such change, modification, waiver, discharge or termination is sought.
- 7. Severability.** If any provision of this Agreement is construed or interpreted to be illegal or invalid by a court of competent jurisdiction, such provision shall be deemed stricken and deleted to the same extent and effect as if it were never incorporated herein. All other provisions of this Agreement will continue in full force and effect.
- 8. Execution and Joint Preparation of Agreement.** The Parties acknowledge and represent that they have read this Agreement in full and understand and voluntarily consent and agree to each provision contained herein and that they have received and have had the opportunity to receive independent legal advice as to these rights. This Agreement shall be construed as if it were prepared jointly by the Parties, and any uncertainty or ambiguity, or both, shall not be interpreted against any Party.
- 9. Duplicate Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same document. Digital copies of any signature on a signature page shall be as valid and binding as an original signature, and shall be accepted and treated as an original signature in all respects.
- 10. Governing Law.** This Agreement shall be governed and interpreted by and under the laws of the State of Georgia.
- 11. Integration.** This Agreement (after full execution and delivery) memorializes and constitutes the entire agreement and understanding between the Parties and supersedes and replaces all prior discussions, negotiations, proposed agreements and agreements, whether written or unwritten. The Parties acknowledge that no other party, nor any agent or any other party, has made any promise, representation or warranty whatsoever respecting this Agreement. Any modifications of this Agreement must be in writing, signed by all of the Parties to this Agreement.
- 12. No Admission of Liability.** This Agreement constitutes the settlement and compromise of disputed claims. The Parties expressly deny liability or responsibility for any claims described herein, and nothing contained in this Agreement shall ever be used against any other, or deemed by any person to constitute, an admission of liability, except as expressly and specifically stated herein.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties to this Agreement each knowingly, voluntarily and intentionally agree hereto and affix their respective signatures below:

Hall County

Oasis Consulting Services, LLC

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Oasis Construction Services, Inc., D/B/A  
Oasis Consulting Services

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_