

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made by and among the Clark County Water Reclamation District ("District") and Ruben Santana ("Santana"). All may be hereinafter referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

A. A dispute exists between the Parties regarding an automobile accident involving Ruben Santana and a District vehicle on August 28, 2019, at or near Las Vegas Blvd. and Carson Ave. (collectively, the "Dispute"). With this Agreement, the Parties desire to resolve the Dispute.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals above are incorporated herein by this reference.
2. Payment: District shall pay to Santana the total of \$100,000 in full and final resolution of the Dispute ("Payment"), due and payable within 30 days of the District's Board of Trustee's approval of this Agreement.
3. Release: Conditioned on District's payment in full of the Payment, the Parties for themselves and on behalf of their respective limited and general partners, relatives, affiliates, subsidiaries, parent companies, directors, officers, shareholders, successors, heirs, executors, administrators, assigns, lien holders, representatives, insurers, attorneys and all persons acting by, through, under or in concert with them, or any of them (the "Related Parties"), fully release and discharge the other Parties and their Related Parties, of and from any and all known and unknown manner of action or actions, cause or causes of actions, in law or in equity, including but not limited to, suits, debts, liens, contracts, agreements, promises, liability, claims, counterclaims, demands, damages, losses, costs or expenses, fixed or contingent ("Claims") which any has or may hereafter acquire by reason of any loss or damages arising under, occurring by reason of, or in any way relating to or in connection with the Dispute and/or any act or omission by the District.
4. Good Faith Settlement: This Agreement is not to be construed as an admission by any Party and is a settlement in good faith based on their knowledge of the facts and circumstances of the Dispute.
5. Integration: This Agreement contains the entire agreement between the Parties regarding the settlement of the Dispute. No promise or inducement other than herein set forth has been made, offered or agreed upon.
6. Successors-in-Interest: This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each Party.

7. Modifications in Writing: No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

8. Volitional Act and Authority to Enter: Each of the Parties acknowledges that it has carefully read this Agreement in its entirety, knows and understands the contents of this Agreement, and signs the same as its own free act. The Parties, through their authorized representatives, represent and warrant that they have the sole right and exclusive authority to execute this Agreement on behalf of the individual and/or entity ascribed as a Party hereto and, if applicable, to receive any sum specified herein.

9. Neutral Interpretation: This Agreement shall not be construed against any Party solely because it was drafted as a convenience by one of the Parties.

10. Severability: If any provision of this Agreement is declared invalid, void, voidable, or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

11. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

12. Choice of Law: The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Nevada. Any dispute arising from or related to this Agreement shall be litigated in the state or federal courts sitting in Clark County, Nevada.

13. Executed in Counterparts: This Agreement may be executed in facsimile form and/or in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

RUBEN SANTANA

CLARK COUNTY WATER RECLAMATION
DISTRICT

Date

Date