
MUTUAL SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into among and between Plaintiff EAGLE ENVIRONMENTAL CONSTRUCTION (“EAGLE”), on the one hand, and Defendants RICHMOND COMMUNITY REDEVELOPMENT AGENCY, CITY OF RICHMOND and SUCCESSOR AGENCY TO THE RICHMOND COMMUNITY REDEVELOPMENT AGENCY (cumulatively “DEFENDANTS”), on the other hand. EAGLE and DEFENDANTS are hereinafter referred to collectively as the “Parties” in the plural, or “Party” in the singular. The Parties enter into this Agreement as follows:

WHEREAS, a dispute has arisen between EAGLE and DEFENDANTS; and

WHEREAS, On March 7, 2017, EAGLE filed an action against DEFENDANTS in the Superior Court in the State of California, County of Contra Costa, entitled “EAGLE ENVIRONMENTAL CONSTRUCTION, v. RICHMOND COMMUNITY REDEVELOPMENT AGENCY et al.” Case Number C17-00452 (the “Action”); and

WHEREAS, DEFENDANTS on the one hand, and EAGLE on the other hand wish to resolve their differences, and bring to an end the dispute and Action between them.

THEREFORE, in consideration of the execution of this Agreement, the releases and promises made herein, and for other good and valuable consideration, the adequacy of which are hereby acknowledged by each party to this Agreement, it is hereby agreed as follows:

1. The SUCCESSOR AGENCY TO THE RICHMOND REDEVELOPMENT AGENCY, on behalf of DEFENDANTS, shall pay to EAGLE through its counsel of record the amount of \$284,500.00 in full settlement and compromise of this Action by May 31, 2019 (“Settlement Sum”). The Settlement Sum shall be made by check or money order in good and sufficient funds and made payable to “Sweeney Mason Wilson & Bosomworth Client Trust Account” and transmitted to the attention of William M. Kaufman, Esq., Sweeney Mason Wilson & Bosomworth, 983 University Avenue, Suite 104C, Los Gatos, California 95032.

2. Payment of the Settlement Sum is subject to the approval by the Board of the SUCCESSOR AGENCY TO THE RICHMOND COMMUNITY REDEVELOPMENT AGENCY, the Contra Costa County Oversight Board and the State of California Department of Finance as set forth as follows:

A. Counsel and appropriate representatives of the SUCCESSOR AGENCY TO THE RICHMOND COMMUNITY REDEVELOPMENT AGENCY will recommend settlement per the terms of this Agreement to the Board of the SUCCESSOR AGENCY TO THE RICHMOND COMMUNITY REDEVELOPMENT AGENCY’S at one of its regular meetings in the Fall of 2018.

B. If approved by the Board of the SUCCESSOR AGENCY TO THE RICHMOND COMMUNITY REDEVELOPMENT AGENCY, the Board's recommendation will be added to the SUCCESSOR AGENCY TO THE RICHMOND COMMUNITY REDEVELOPMENT AGENCY'S Recognized Obligation Payment Schedule ("ROPS") and submitted to the Contra Costa County Oversight Board for approval at or by its regularly scheduled meeting on January 28, 2019. If the Contra Costa County Oversight Board does not meet on January 28, 2019, the ROPS will be submitted to the Contra Costa County Oversight Board at its next regularly scheduled meeting.

C. If approved by the Contra Costa County Oversight Board, the ROPS approval resolution will be transmitted to the California Department of Finance for approval.

D. If approved by the California Department of Finance, the Settlement Sum will be paid to EAGLE by and through its counsel of record in accordance with paragraph 1 of this Agreement

3. EAGLE shall Dismiss the CITY OF RICHMOND, without prejudice, within 10 days of the July 24, 2018 Mediation.

4. Once payment of the Settlement Sum has been made as set forth in Paragraph 1 above and the funds have cleared the bank upon which they are drawn, within five (5) business days, EAGLE shall dismiss, with prejudice, the entire Action, each party to bear its own fees and costs, against DEFENDANTS, including dismissal, with prejudice, in favor of the CITY OF RICHMOND in this Action. On August 2, 2018, in the interest of cost savings, the Parties jointly stipulated and agreed to stay all litigation and discovery proceedings in the Action, including all briefing deadlines, discovery deadlines, and obligations from July 24, 2018 through June 7, 2019 ("Stipulation"). Should the Settlement Sum not be paid or approved in accordance with paragraph 1 of this Agreement, the stay shall terminate unless the Parties agree to continue the stay pursuant to the terms of the Stipulation.

5. Each party is to bear its own attorney's fees and costs.

6. The parties will cooperate to stay the Action.

7. Upon execution of this Agreement and once payment of the Settlement Sum has been made as provided in paragraph 1 and clears the bank upon which it is drawn, the Parties fully, finally and forever releases, quitclaims and discharges each Party, each Parties' predecessors, successors, subsidiaries, divisions, alter egos, affiliated corporations and related entities, and its past or present officers, directors, partners, employees, assigns, agents, attorneys, heirs and any or all of them, from any and all claims, liabilities, demands, debts, accounts, obligations, actions, fees, costs and causes of action, known or unknown, at law or in equity, which the Parties may have or claim to have had, arising any time in the unlimited past to and including the date of this Agreement, including, but without limiting the generality of the foregoing, any and all matters arising out of or in any manner whatsoever connected with the Action. Additionally, upon execution of this Agreement the Parties fully, finally and forever releases, quitclaims and discharges each Party, each Parties' predecessors, successors,

subsidiaries, divisions, alter egos, affiliated corporations and related entities, and its past or present officers, directors, partners, employees, assigns, agents, attorneys, heirs and any or all of them, from any and all claims, liabilities, demands, debts, accounts, obligations, actions, fees, costs and causes of action, known or unknown, at law or in equity, which the Parties may have or claim to have had, arising any time in the unlimited past to and including the date of this Agreement, including, but without limiting the generality of the foregoing, any and all matters arising out of or in any manner whatsoever connected with the Action.

8. As part of this Agreement, and not by way of limitation, the Parties absolutely and forever waives and relinquishes all of its rights under Section 1542 of the Civil Code of the State of California to any party receiving a release. That Section reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In connection with such waiver and relinquishment, the Parties acknowledge that they are aware that they may later discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention hereby fully, finally and forever, to settle and release all released matters, known or unknown, suspected or unsuspected, which now exist, may exist or previously existed between them and the parties granted the release. In furtherance of such intention, the releases given here shall be in, and shall remain in, effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

9. The Parties acknowledge and agree that this Agreement shall operate as a complete bar to any and all litigation, arbitration demands, charges, claims, complaints, protests, grievances, or demands of any kind whatsoever.

10. The Parties agree that this Agreement and all of its terms shall be binding upon the them, and, as applicable, upon their heirs, executors, administrators, dependents, predecessors, successors, subsidiaries, divisions, alter egos, affiliated corporations, parent corporations and related entities, and their agents, attorneys, officers, directors, successors and assigns.

11. This is a compromise settlement and release without any admission of liability or error or bad faith on the part of any party or any of its agents, prior or present attorneys, predecessors, successors, assigns, subsidiaries, divisions, alter egos, affiliated corporations and related entities, and their past or present officers, directors, partners, employees, agents and any or all of them.

12. The Parties have been represented by independent legal counsel of its own choice throughout all of the negotiations which preceded the execution of this Agreement and that it has

executed this Agreement with the consent and upon the advice of such independent legal counsel.

13. The Parties have read this Agreement and assent to all of the terms and conditions herein without any reservation whatsoever and that it has had the same explained to it by its own counsel, who have answered any and all questions which have been asked of him or her with regard to the meaning of any of the provisions hereof.

14. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, negotiations, or agreements, written or oral, express or implied. The Recitals are incorporated by reference into this Agreement.

15. The Parties warrant and represent that they have not heretofore assigned or transferred or purported to assign or transfer to any person or entity not a party hereto any claims released herein, or any portion or part of any claims released herein, and that they have full legal authority to execute this Agreement.

16. This Agreement is executed and delivered within the State of California and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. This Agreement is binding and may be enforced by a motion under California Code of Civil Procedure Section 664.6 or by any other procedure permitted by law. Contra Costa County Superior Court shall have jurisdiction to enforce any provisions in this Agreement.

17. This Agreement may be executed in one or more counterparts, and by facsimile or .pdf email transmission signature, each of which shall be an original as against any Party who signed it, and all of which shall constitute one and the same document.

18. This Agreement was drafted by counsel for the Parties hereto, and there shall be no presumption or construction against any Party.


IN WITNESS WHEREOF, the Parties execute this Agreement dated as of September 26th, 2018.

EAGLE ENVIRONMENTAL CONSTRUCTION

By:


Name:

Title:


RONALD BATISTE
PRESIDENT

SUCCESSOR AGENCY TO THE RICHMOND
COMMUNITY REDEVELOPMENT AGENCY on
its own behalf and on behalf of the RICHMOND
COMMUNITY REDEVELOPMENT AGENCY

By:
Name:
Title:

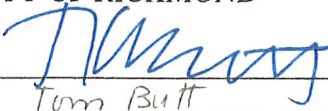


Tom Butt

Chair

CITY OF RICHMOND

By:
Name:
Title:



Tom Butt

Mayor
