

RELEASE AND SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of its payment in the amount of \$389,858.95 (three hundred and eighty-nine thousand eight hundred fifty-eight dollars and ninety-five cents) to City of Stockton

_____ (the legal owners of the real property located at 4611 Newcastle Road, Stockton, California 95215 and the Storm Drain Pump Station located at 4611 Newcastle Road, Stockton, California 95215)

City of Stockton _____ agrees to release Conco- West, Inc. and National Fire Insurance Company of Hartford and all of their current, former and future corporate parents, subsidiaries, divisions, affiliated or related companies, predecessor and successor companies, present, past and future officers, directors, employees, stockholders, representatives, attorneys, agents, investigators, surveyors, consultants, and any and all other persons and entities acting by, through, under or in concert with any of them, including, but not limited to any other company that operates, has operated or will operate as Conco- West, Inc. and National Fire Insurance Company of Hartford of and from any and all of Conco- West, Inc. and National Fire Insurance Company of Hartford's duties and obligations to defend and indemnify of all claims, demands, actions or causes of action, presented by any person, firm or entity currently existing and/or which may arise in the future, known or unknown of any kind or description, arising out of or in any way related to the damage sustained, as more fully described in the scope of repairs attached hereto as Exhibit A, at 4611 Newcastle Road, Stockton, California 95215 and the Storm Drain Pump Station located at 4611 Newcastle Road, Stockton, California 95215 on or about 1/10/2023.

City of Stockton _____ expressly warrants that they are not aware of any entity not a party to this agreement who has asserted or holds any interest or lien claim or any other claim which may now exist or which may hereafter be asserted against the parties to this agreement.

_____ City of Stockton _____ expressly warrants they are the sole and lawful owners of all rights and title and interests in and of all matters that he is releasing and that he has not voluntarily, by operation of law or otherwise assigned, transferred to any person or entity any of the released matter or any part or portion thereof. City of Stockton _____ agrees to indemnify and hold Conco- West, Inc. and National Fire Insurance Company of Hartford harmless against any claim, demand, cause of action, damage or other matter based on, in connection with or arising out of any such assignment or transfer and agree, at their own expense, to negotiate, satisfy, and dispose of all such interests or claims, whether or not they are now known.

The undersigned agrees, as consideration for this settlement, to waive the provisions of all applicable statutes or

other rules of law that provide that a general release does not extend to claims which the creditor does not know or suspect to exist, with respect to the damage sustained, as more fully described in the scope of repairs attached hereto as Exhibit A, at 4611 Newcastle Road, Stockton, California 95215 and the Storm Drain Pump Station located at 4611 Newcastle Road, Stockton, California 95215 on or about 1/10/2023, in his favor at the time of executing the release which, if known may have materially affected his settlement with the debtor.

This agreement is freely and voluntarily entered into and Conco- West, Inc. and National Fire Insurance Company of Hartford and City of Stockton have all had the opportunity to consult with independent counsel of their own choice to both negotiate the terms of this agreement and to draft their terms. Conco- West, Inc. and National Fire Insurance Company of Hartford and City of Stockton willingly and voluntarily enter into this agreement with full knowledge of their terms and their legal effect. Conco- West, Inc., and National Fire Insurance Company of Hartford and City of Stockton have had an adequate opportunity to make whatever investigation, inquiry or changes they have deemed necessary in connection with this agreement and have sought the advice of counsel. This agreement shall not be construed in favor or against either party based upon the drafting of this agreement by one or the other party.

It is understood that this a settlement and all of the discussions leading to this settlement are confidential and may not be released to any person or entity without the expressed written agreement of each of the parties to this Release, or as required by law.

This release contains the entire agreement between the parties hereto. It may not be modified, changed or altered in any way except in a writing that is fully executed by the undersigned. The prevailing party in any action instituted concerning the enforcement of this agreement shall be entitled to recover from the losing party their reasonable attorneys' fees and costs as determined by the Court.

The undersigned warrant and expressly represent that they are fully authorized and competent to execute this agreement. This agreement may be executed in counterparts.

Executed this _____ day of _____, 2026

City of Stockton

Johnny Ford, City Manager

Conco-West, Inc.

Mike DeRousse, President

EXHIBIT A

N3 – SCOPE OF REPAIRS

SCOPE OF WORK TO RETURN SITE TO PRE-LOSS CONDITION CONSISTS OF:

- REMOVE AND DISPOSE OF ASPHALT, CONCRETE, FENCING AND ELECTRICAL DAMAGED BY THE SUBSIDENCE.
- EXCAVATE AND REMOVE UNSUITABLE MATERIALS FROM SUBSIDENCE AREAS.
- INSPECT/REPAIR/REPLACE STORM DRAIN PIPING AND INLETS DAMAGED BY THE SUBSIDENCE.
- INSPECT/REPAIR/REPLACE ELECTRICAL CONDUIT, WIRE, PULL BOXES AND JUNCTION BOXES DAMAGED BY THE SUBSIDENCE.
- INSPECT/REPAIR/REPLACE SITE FENCING, GATE AND CONCRETE CURBS DAMAGED BY THE SUBSIDENCE.
- INSPECT/REPAIR/REPLACE POTABLE WATER SUPPLY DAMAGED BY THE SUBSIDENCE
- INSPECT/REPAIR/REPLACE CUSTOMER OWNED GAS SERVICE DAMAGED BY THE SUBSIDENCE.
- BACKFILL THE AREA AROUND THE WET WELL STRUCTURE AFFECTED BY THE SUBSIDENCE.
- REPLACE ASPHALT PAVING AND BASE ROCK SUBGRADE AS NEEDED.
- PERFORM STARTUP AND VERIFY OPERATION OF STATION.
- GENERAL CLEANUP AND RESTORATION TO PRE-LOSS CONDITION.

Total Cost: \$389,858.95