

## RELEASE AGREEMENT

I. For purposes of this Release Agreement (“Agreement”), the following defined terms apply.

A. **Releasing Party/Parties** refers to: The Town of Eatonville

Identification of any Releasing Party that is a business includes that Party’s officers, directors, shareholders, partners, members, managers, administrators, employees, agents, affiliates, divisions, joint ventures, subsidiaries, related companies, operations under a D/B/A or A/K/A name, sureties, predecessors, and successors. Identification of any Releasing Party that is a governmental entity includes its managers, administrators, supervisors, directors, appointees, commissioners, council members, employees, agents, insurers, self-insured programs, divisions, departments, sections, branches, boards, and related organizations.

B. **Released Parties** refers, collectively, to:

1. Esparza Underground, Inc, including its officers, directors, shareholders, partners, members, managers, administrators, employees, agents, affiliates, divisions, joint ventures, subsidiaries, related companies, operations under a D/B/A or A/K/A name, sureties, predecessors, and successors.
2. Kam Services, including its officers, directors, shareholders, partners, members, managers, administrators, employees, agents, affiliates, divisions, joint ventures, subsidiaries, related companies, operations under a D/B/A or A/K/A name, sureties, predecessors, and successors.
3. Duke Energy, including its officers, directors, shareholders, partners, members, managers, administrators, employees, agents, affiliates, divisions, joint ventures, subsidiaries, related companies, operations under a D/B/A or A/K/A name, sureties, predecessors, and successors.
4. Gemini Insurance Company, and Vela Insurance Services (collectively referred to herein as “the Company”); and,
5. all persons and entities with insured status under the insurance policy/ies issued by the Company to Esparza Underground Inc, Policy No. VGGP007562.

C. **Claim Event** refers, collectively, to all actual and/or alleged acts, omissions, errors, oversights, lapses, failures, events, occurrences, accidents, negligence, breach of obligations, and/or misrepresentations that caused, produced, triggered, or contributed, in whole or in part, to the following alleged damage or injury: Alleged that on or around 11/21/2023 during the course of Esparza Underground Inc.’s operations, damage was caused to The Town of Eatonville’s waterline located at or near 307 E. Kennedy Blvd in Eatonville Florida.

D. **Claim** refers, collectively, to all notices, requests, submissions, invoices, claims, and/or demands communicated by or on behalf of any Releasing Party, to any of the Released Parties, in connection with, relating to, or as a result of the Claim Event.

- E. **Rights** refers, collectively, to: causes of action, complaints, suits, claims, demands, requests, grievances, liens, disputes, damages, fees, costs, expenses, rights of recovery, and all other legal rights.
- II. In exchange for the Company's issuance of payment(s) totaling \$77,413.00 (Seventy-seven thousand, four hundred thirteen dollars, and zero cents) ("Settlement Payment"), each and every Releasing Party agrees that all past, present, and potential Rights (whether fixed or contingent, whether foreseeable or unforeseeable, and whether known or unknown as of the date of the execution of this Agreement), against each of the Released Parties, are hereby released, waived, surrendered, and relinquished in full, to the extent that such Rights arise from or relate in any way to the Claim Event or the Claim.
- III. Issuance of the Settlement Payment will constitute execution of this Agreement by the Company, for itself and on behalf of the other Released Parties.
- IV. Neither the Settlement Payment nor any part this Agreement constitutes or may be treated as any admission of liability or responsibility on the part of any of the Released Parties.
- V. This Agreement contains the entire agreement between the parties hereto. Any prior or different agreement, arrangement, covenant, promise, representation, inducement, conditions, terms, or consideration related to the Claim or the Claim Event is made void and unenforceable by the execution of this Agreement.
- VI. Each Releasing Party provides the following additional warranties and representations, which are part of and material terms in this Agreement, and, conditions for the issuance of the Settlement Payment:
- A. The person signing this Agreement: is of legal age; has capacity and full authority to bind the Releasing Party for which the person is signing; has read and fully understands this Agreement; and understands and acknowledges that the terms of this Agreement are contractual and not a mere recital.
- B. No other persons or entities have Rights or interests relating to the Claim, the Claim Event, or any payment sought or obtained by Releasing Party in connection with the Claim Event.
- C. No Rights released or waived through this Agreement have been or will be assigned, transferred, sold, or otherwise conveyed to any person or entity, in whole or in part.
- D. No separate or additional payment, compensation, reimbursement, recovery, coverage, benefit, or other relief related to either the Claim Event or the Claim has been or will be sought by Releasing Party from or against any person, insurer, or other entity that is not a party to this Agreement. No insurer has or will have any subrogation claim or other Rights related to the Claim or the Claim Event, against any of the Released Parties.
- E. No lawsuit or arbitration or other legal proceeding, related to or arising from either the Claim Event or the Claim, has been or will be commenced.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

On behalf of Releasing Party: \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who personally appeared and produced the following official  
identification \_\_\_\_\_, and being first duly  
sworn and then affirming that the information stated in the Agreement is true and correct to the best of  
their knowledge and belief.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Notary Public)