

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

PARTIES: St Helens Assets, LLC (“SHA” or “Plaintiff”); and

City of St. Helens (“the City” or “Defendant”).

SHA and the City are each a “Party” and together the “Parties” to this *Mutual Release and Settlement Agreement* (“Agreement”).

EFFECTIVE DATE: May 8, 2025

RECITALS:

- A. On April 17, 2024, Plaintiff filed a lawsuit in the District of Oregon, captioned *St Helens Assets, LLC v. City of St. Helens*, Case No. 3:24-cv-00663-SB (the “Lawsuit”), alleging claims to hold Defendant liable for cost recovery under 42 U.S.C. § 9607(a) and contribution under Or. Rev. Stat. §§ 465.325(6)(a) and 465.257 related to response and remedial action costs allegedly incurred by Plaintiff and associated with the DEQ cleanup site located at the real properties whose legal descriptions are “Tract E, Elk Ridge Estates Phase 5” (hereafter, “Tract E”) and “Tract F, Elk Ridge Estates, Phase 6” (hereafter, “Tract F”).
- B. On May 9, 2024, Defendant filed an answer denying liability for Plaintiff’s claims.
- C. The Parties now wish to resolve the Lawsuit by entering into this Agreement on the terms set forth below.

AGREEMENT:

- 1. **INCORPORATION OF RECITALS.** The recitals in this Agreement are contractual in nature and are incorporated by this reference.
- 2. **SETTLEMENT PAYMENT.** By no later than 30 days of the Effective Date, the City promises to pay SHA \$475,000 in the form of a wire transfer to the Schwabe, Williamson & Wyatt firm using the wire transfer information provided by SHA’s counsel.
- 3. **MUTUAL RELEASE AND COVENANT NOT TO SUE.** Except for the obligations undertaken pursuant to the terms of this Agreement, each Party releases and covenants not to sue the other Party (and that other Party’s agents, owners, members, employees, heirs, assigns, successors, consultants, contractors, attorneys, insurers, and representatives) for any and all claims, allegations, costs, liabilities, remedies, complaints, causes of action, or expenses, including but not limited to remedial action costs, response costs, attorney fees, cleanup costs, oversight costs, injunctions, declarations, damages, litigation cost, judgments, and all other remedies, legal or equitable, that: (a) were or could have been

alleged in the lawsuit; or (b) arise from hazardous substances associated with Tract E or Tract F.

It is further understood and agreed that each Party, and any person referenced herein as benefiting from this Agreement, may plead the same as a complete defense and bar to any claim, demand, action, suit, or proceeding which might be brought against it. The Parties intend this Agreement not to be subject to any claim of mistake of fact or law, and they intend it to avoid further litigation between the Parties. Each Party warrants that it has not assigned any claim released herein to any other person or entity.

4. **SHA'S INDEMNIFICATION OF CITY.** SHA will hold harmless, defend, and indemnify the City (including its agents, owners, members, employees, heirs, assigns, successors, consultants, contractors, attorneys, insurers, and representatives) from, for, and against any and all claims, allegations, costs, liabilities, remedies, complaints, causes of action, or expenses, including but not limited to remedial action costs, response costs, attorney fees, cleanup costs, oversight costs, injunctions, declarations, damages, litigation cost, judgments, and all other remedies, legal or equitable, whether by DEQ, the State, the Elk Ridge Home Owners Association, any of their successors, or any other third party, to the extent they arise from hazardous substances at Tract E or Tract F.
5. **DISMISSAL OF LAWSUIT.** The Parties will take those steps necessary to arrange for the Lawsuit to be dismissed with prejudice and without an award of fees or costs to any Party between 14 and 60 days after delivery of the settlement payment pursuant to Section 2 above.
6. **FINAL AND INTEGRATED AGREEMENT.** This Agreement shall constitute the final integrated agreement between the Parties regarding its terms and subject matter, which have been negotiated by the Parties. In the event of any ambiguity in the terms or interpretation of this Agreement, no party shall be deemed the drafter.
7. **SEVERABILITY.** In the event any portion of this Agreement is determined to be void or unenforceable by final unappealable order of a Court of competent jurisdiction, then the remainder of the Agreement shall be interpreted and construed as though the void or unenforceable portion did not exist and the remainder given effect as intended to the greatest extent allowed by law.
8. **INTENT TO BE BOUND.** Each of the Parties represents and warrants that it has carefully read this Agreement, has consulted with an attorney regarding this Agreement or has had ample and sufficient opportunity to do so, knows its contents, is signing it as a free and voluntary act, and does thereby intend to be bound by its terms.
9. **COMPROMISE AND DISPUTED CLAIM.** This Agreement expresses the Parties' compromise of disputed claims and shall not be construed as an admission of responsibility, fault, or wrong-doing by any Party or any of their respective agents, owners, members, employees, heirs, assigns, successors, consultants, contractors, attorneys, insurers, or representatives.

10. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Oregon.

11. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein, or the transactions contemplated hereby, shall be deemed to inure to the benefit of any person or entity not a party to this Agreement, other than those parties and entities discharged pursuant to Section 3 above.

12. WARRANTY OF EXECUTION. Each person signing this Agreement on behalf of a Party that is not a natural person does thereby represent and warrant that the signatory has obtained all actual authority necessary to bind the Party on whose behalf they are signing to the terms of this Agreement.

13. ATTORNEY FEES. Each of the Parties shall pay its own attorney fees and costs incurred in this matter. In the event that any Party undertakes a claim against the other to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in relation to the claim, whether at trial, in arbitration, or on appeal; provided, however, that a Party asserting a claim against the other shall not be entitled to an award of attorney fees pursuant to this Section 13 unless the Party that asserted the claim shows that at least 28 days before commencing legal action on the claim the claimant delivered written notice of the claim to the other Party describing the nature and basis of the claim so that the receiving Party might have an opportunity to cure the basis for the claim and thereby avoid litigation and liability for the claimant's attorney fees.

14. COUNTERPARTS. This Agreement may be signed in counterparts such that a complete collection of the signatures of all Parties on this Agreement shall be treated as a fully executed copy of this Agreement, and a photocopy or facsimile of a signed copy of this Agreement shall be treated as an original.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates written below.

1. For City of St. Helens

Signature

Print Name

Title

Date

2. For St Helens Assets, LLC, by Ross Miles, its authorized Manager

Signature

Date