

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (the “Release”) is made and entered into as to the later date of execution by all parties and approval from the Valdez City Council (the “Effective Date”) by and between Alderwood, LLC (“Alderwood”) and the City of Valdez (“Valdez”). Alderwood and Valdez are each a “Party” and collectively the “Parties.”

RECITALS

WHEREAS Alderwood filed claims against Valdez in a complaint (“Complaint”) filed in the Superior Court, State of Alaska, Third Judicial District, at Valdez in *Alderwood v. City of Valdez*, Case No. 3VA-22-00059CI (the “Litigation”) related to utility fees charged by Valdez for utility services at the Alderwood Mobile Home Park (the “Park”).

WHEREAS the Parties desire this Release to provide, among other things, for certain payments in full settlement and discharge of all claims of the Litigation by Alderwood against Valdez for damages arising out of the conduct alleged in the Complaint and otherwise related to Alderwood’s water system.

WHEREAS Alderwood asserted claims against Valdez. Valdez denied, and continues to deny, any liability for said claims. The Parties desire to fully and finally resolve their differences outside of litigation.

NOW, THEREFORE, in consideration of the facts and general releases and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged by each Party hereto, the Parties promise, acknowledge, and agree:

OPERATIVE PROVISIONS

1. **Settlement Price.** Valdez will pay a settlement of Thirty Thousand Three Hundred and Eight-nine Dollars and Fifty-Eight Cents (\$30,389.58) to Alderwood in the form of a credit on water and sewer utility bills (the “Payment”).
2. **Water Contract Deadline.** Alderwood already executed a Water/Sewer Contract.
3. **Measurement of Bill.** Moving forward, Alderwood will be billed for the metered rate for water and sewer service. The City will provide Alderwood a monthly bill, stating: the amount of water used, the amount of credit (Payment) used, and the

remaining credit (Payment) balance.

4. **Dismissal of Suit.** Alderwood and Valdez shall file a stipulation of dismissal with prejudice of all claims actually asserted, or could have been asserted, in Case No. 3VA-22-00059CI within ten (10) business days of the later of the: (a) execution of this Release; and (b) approval of this Release by the Valdez City Council.
5. **Cost and Fees of the Litigation.** The Parties will bear their own costs and attorneys' fees arising out of the Litigation and the settlement thereof.
6. **Unknown Damages.** Alderwood fully understands that it may have suffered damages that are unknown at this time or may be discovered in the future. The consideration received under this Release forever discharges Valdez from any claims for or consequences arising from such damages. Alderwood waives any right to assert in the future any claims not now known or suspected arising out of the Litigation. Alderwood understands that, if any facts concerning the Litigation should be found hereafter to be different from the facts it now believes to be true, it expressly accepts and assumes the risk of such possible difference in facts and that this Release will remain in full force and effect regardless of any such difference in facts.
7. **Due Diligence and Free Will.** The Parties have had full and ample opportunity to review all of the facts, circumstances, and laws relevant to its position and claims; that each has had ample opportunity to consult freely and fully with its attorneys and has done so; and that it executes this Release without duress or coercion by any party and/or person; and that it executes this Release knowingly and intelligently with full understanding of its rights.
8. **Releases.** The Parties hereby release the other Party, its employees, attorneys, officers, managers (both past and present), agents, insurers, and assigns that have liability related to the Litigation, from any and all claims, controversies, demands, causes of action, lawsuits in law or equity, regulatory proceedings, covenants, judgments, damages, or promises of whatever kind or nature, whether known or unknown, foreseeable or unforeseeable, material or immaterial, direct or indirect, contingent or potential, and/or whether arising in tort or contract, by statute, regulation, municipal ordinance, personnel regulation, or otherwise, at common law or otherwise, which one Party now owns or holds and has at any time previously owned or held against the other involving or relating to any claims it has raised, or could raise, in the Litigation. The Parties shall not to file any further lawsuit, grievance proceeding, arbitration, regulatory proceeding, complaint, claim, other proceeding, or otherwise

to make any demand of the Parties, involving or relating to any claims released herein, and/or regarding any of the matters referenced above. Alderwood expressly releases, any and all claims which it possesses and has right to release, against the City associated with permitting issues for the new water system (including any alleged delay in the issuance of any permit, installation of the new water system at Alderwood, and any connections to the new water system. The City represents and warrants all work performed on the Water System completed by the City, including but not limited to, the connection of mobile homes to the Water System, complies with all applicable code requirements.

9. **Release Not Affecting Enforcement.** Such Release shall not affect a Party's right to enforce an obligation set forth in the Release.

10. **Case Law.** The Parties enter this Release with full knowledge and understanding of the decisions of the Alaska Supreme Court in *Young v. State*, 455 P.2d 889 (Alaska 1969); *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978); *Totem Marine Tug & Barge, Inc. v. Alyeska Pipeline Service Co.*, 584 P.2d 15 (Alaska 1978); and *Alaska Airlines v. Sweat*, 568 P.2d 916 (Alaska 1977), and the Parties have had the benefit of (or ability to consult) advice of an attorney regarding the meaning and import of these decisions. And that it is their true intent and desire to fully release any and all government entities, individuals, persons, businesses, partnerships, joint ventures, firms, limited liability companies, or corporations who at any future date could have been possible defendants in the Litigation relating to the claims it has brought or could have raised in the Litigation, whether or not they are specifically named in this Release. The Parties intend for this Release to effectuate a complete and total resolution of any and all claims that related to the Litigation. The Parties intend, and it is a purpose of this Release, to discharge the liability of the Parties from any and all claims related to the Litigation.

11. **Membership of Alderwood.** Ownership of Alderwood expressly represent and warrant:

11.1. They have read this Release in full and execute this Release voluntarily. They are of sound mind and body and are suffering from no known mental incapacity or defect at this time;

11.2. They have conferred with the legal counsel of their choice, and have inquired of and discussed this Release with such legal counsel;

11.3. They have not assigned or otherwise alienated any of Alderwood's claims

and/or demands as covered by this Release, and no other person or entity has any interest in the ownership of any of the claims covered by this Release.

12. **Non-Admission of Liability.** The Release and the settlement that it relates to is a compromise of actual and potential disputes arising out of, relating to, or involving the claims that could have been brought in the Litigation, and the actions to be taken as described in this Release shall not be construed as an admission of liability on the part of any Party.
13. **Attorneys' Fees.** In the event of any breach, claim, or dispute among any of the Parties affecting or relating to the subject matter or performance of this Release, the prevailing Party will be entitled to recover from the non-prevailing Party its full reasonable and actual attorneys' and other fees and costs, including, without limitation, attorneys' and expert witness fees, regardless of whether any formal lawsuit or similar proceeding is filed.
14. **Time is of the Essence.** With regard to all dates and time periods set forth or referred to in this Release, time is of the essence.
15. **Authorization to Dismiss Litigation.** The Parties' counsel of record in the Litigation are duly authorized to execute the documents necessary to dismiss the Litigation with prejudice.
16. **Binding Effect.** This Release shall be binding upon the Parties and any successors or assigns of the Parties.
17. **Severability.** The provisions of this Release are severable, and if any provision is found to be unlawful or unenforceable, it shall be deemed narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, such provision shall be severed from the Release and the remaining provisions shall remain fully valid and enforceable to the maximum extents consistent with applicable law.
18. **Counterparts.** This Release may be executed by the Parties in any number of counterparts, and signature transmitted electronically, whether by facsimile, PDF, or other similar means, shall be deemed an original. All counterpart signatures, once compiled with this Release, shall be deemed to be one and the same instrument.
19. **Exchange of Counterparts.** Upon approval of this Release from the Valdez City Council, and the execution of this Release by the Parties, the executing Parties shall

provide the other Party an executed copy of their signed version.

20. **Miscellaneous**. Within this Release, words referring to any gender will be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
21. **Headings and Captions**. The headings and captions inserted into this Release are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Release, or any provision hereof, or in any way affect the interpretation of this Release.
22. **Integration Clause**. This Release contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, between or among them, whether oral or written, expressed or implied, relating to the subject matter of this Release. This Release may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect nor constitute an amendment of this Release. This Release may be amended only by an agreement in writing signed by the Parties.
23. **Governing Law**. This Release shall be governed by the laws of the State of Alaska and any question arising hereunder shall be construed or determined according to such law. Each Party hereto hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Anchorage, Alaska in any action or proceeding arising out of or relating to this Release and hereby irrevocably agrees that all claims in respect of such action or proceeding will be heard and determined in a state court sitting in Anchorage, Alaska. Further, the Parties will attempt to mediate any disputes prior to initiating a lawsuit.
24. **Remedies**. Remedies for any future breach of this Release shall include the right to specific performance, injunctive relief, actual damages, and full attorneys' fees and costs, in addition to all other remedies available at law or in equity.
25. **Release Limitations**. This Release does not release claims arising out of the failure of either Party to perform their obligations under this Release or any ancillary agreements being executed to implement this Release.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURES ON FOLLOWING PAGE]**

CITY OF VALDEZ

The City of Valdez, subject to the approval of the Valdez City Council, by and through its authorized representative, Dennis Fleming, Mayor of Valdez, and hereby confirms the terms of settlement set forth in the Settlement Agreement and Release of All Claims signed by Alderwood on the ____ day of _____, 2025.

CITY OF VALDEZ

By: _____
Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:
Brena, Bell & Walker, P.C.

Jake W. Staser

Date: _____