

SETTLEMENT AGREEMENT AND SITE RELEASE

This SETTLEMENT AGREEMENT AND SITE RELEASE ("Agreement") is entered into as of the Execution Date, (as hereinafter defined) and effective as of the Effective Date, (as hereinafter defined) by and between: (i) City of Everett ("City") (on behalf of the "City Releasees" as hereinafter defined); and (ii) Century Indemnity Company, as successor to (1) CCI Insurance Company, as successor to the Insurance Company of North America and Indemnity Insurance Company of North America, and (2) CIGNA Specialty Insurance Company (f/k/a California Union Insurance Company ("Century")) (collectively the "Insurers"), (on behalf of the "Insurers Releasees" as hereinafter defined).

I. RECITALS

WHEREAS, the City of Everett is the owner and/or operator of property located at 2731 36th St., Everett, WA, consisting of three tax parcels identified as follows: Parcel 2905290040100 (a 1.39 acre parcel owned by the City of Everett); Parcel 29052900400800 (a 0.55 acre portion of the 36th Street right-of-way); and the 1.50-acre Parcel 2905290040150. These three tax parcels, generally addressed at 2731 36th St., Everett, WA, potentially include properties addressed or otherwise referred to as "2815 36th Street SE", and "2931 36th Street," and are collectively referred to herein as the "GTS Site." See **Exhibit A**. The GTS Site has allegedly been contaminated with various hazardous substances that are recognized to come within the substantive requirements of the Model Toxics Control Act, RCW 70.105D.080 *et seq.*;

WHEREAS, as a result of the alleged Environmental Contamination (as hereinafter defined) at and around the GTS Site (as hereinafter defined), the City of Everett allegedly has incurred and allegedly will continue to incur environmental investigation and remediation costs and other costs;

WHEREAS, in or around October 2009, the City of Everett submitted an application for inclusion

of the GTS Site in the Voluntary Cleanup Program of the Washington Department of Ecology ("Ecology") with respect to alleged pollution at the GTS Site; and by letter dated June 10, 2010, Ecology issued a letter to the City of Everett acknowledging its VCP Claim submissions and containing Ecology's opinions regarding the completion of proposed cleanup under authority of the Model Toxics Control Act (collectively referenced below as the "VCP Claim");

WHEREAS, the Insurers issued or are alleged to have issued certain insurance policies wherein the City of Everett is a named insured, including but not limited to, the policies identified on **Exhibit B**;

WHEREAS, on or about October 8, 2022, the City of Everett tendered the VCP Claim and the alleged site contamination at the GTS Site to the Insurers (as hereinafter defined) for indemnity, including pre-tender costs, under one or more of the Policies (as hereinafter defined);

WHEREAS, a dispute exists between the City of Everett and the Insurers concerning whether the Insurers are obligated, in whole or in part, to defend or indemnify the City of Everett in connection with the VCP Claim, to pay any costs relating to, arising out of and/or in connection with Environmental Contamination at, around, or emanating from the GTS Site or otherwise, and whether the Insurers have any obligation to the City of Everett under the certain alleged insurance policies;

WHEREAS, the Parties (as hereinafter defined) believe it is in their best interests to fully and finally resolve all disputes and any and all past, present and future disputes, without further litigation, relating to, arising out of and/or in connection with the GTS Site, the VCP Claim, and any and all alleged obligations of the Policies with respect to Claims concerning the GTS Site and the VCP Claim;

WHEREAS, the Parties acknowledge their belief that confidentiality is not feasible for a

public entity such as the City of Everett and accordingly, the Parties have determined not to include confidentiality provisions in this Agreement; and

WHEREAS, the Parties acknowledge that this Agreement's effectiveness is explicitly made contingent on approval by (1) the Everett City Council, such that the Everett City Council's failure to approve this Agreement will render this Agreement (i) null and void, and (ii) improper for either Party to subsequently refer to for any reason; and (2) the Insurers' management, such that if it fails to approve this Agreement, it will render this Agreement (i) null and void, and (ii) improper for either Party to subsequently refer to for any reason..

NOW THEREFORE, intending to be legally bound, and in consideration of the mutual promises and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. DEFINITIONS

The definitions contained herein apply only to this Agreement and will not apply to any other agreement, including without limitation any policy of insurance, nor will they be used in evidence, except with respect to the enforcement of this Agreement. Each defined term stated in a singular form includes the plural form, and vice versa; and each defined term stated in the masculine includes the feminine, and vice versa.

A. "Agreement" means this Settlement Agreement and Release.

B. "City of Everett" means the City of Everett, Washington, a municipality organized and existing under the laws of the State of Washington.

C. "City Releasees" means:

(i) the City of Everett, Washington, a municipality organized and existing

under the laws of the State of Washington;

(ii) all elected and appointed officials and employees of the City of Everett, Washington;

(iii) all districts, divisions, agencies, departments, boards, commissions, branches, predecessors, successors, transferees and assigns of the City of Everett, Washington;

(iv) all the predecessors and successors of the Persons mentioned in this Paragraph II.C., and all the past, present, and future assigns of such Persons; and

(v) all Agents and Affiliates of the Persons mentioned in any of the subparagraphs of this Paragraph II.C.

D. "Claims" means all actual, potential, threatened or alleged past, present or future claims, actions, counts, cross-claims, counter-claims, rights, obligations, liabilities, duties, demands, requests, suits, lawsuits, direct actions, administrative proceedings, demands for contribution, Potentially Responsible Party letters, Notices of Responsibility, governmental or administrative information requests, judgments, settlements, statutory or regulatory obligations (including, without limitation, fines and penalties), governmental agency claims, orders, demands or directives, arbitrations, mediations, causes of action and any other assertions or allegations of injury, damage, liability or responsibility of any kind, type or description whether legal or equitable, and whether currently known or unknown, asserted or unasserted, fixed or contingent, mature or unmatured, liquidated or unliquidated, direct or consequential, foreseen or unforeseen and whether sounding in tort, toxic tort, contract, equity, nuisance, trespass, negligence, strict liability, product liability or any other statutory, regulatory, administrative or common law cause of action of any sort.

E. "Effective Date" means the date when the last party executes the Agreement and is the same as the "Execution Date."

F. "Execution Date" means the last date on which this Agreement is executed by all of the Parties, as reflected by the latest date on the signature page(s) of this Agreement.

G. "Environmental Contamination" means known or unknown, potential, actual, threatened or alleged pollution, contamination, or damage to any air (whether indoor, outdoor, ambient or otherwise), atmosphere, land, soil, water, water course, body of water, surface water, groundwater or other tangible thing or resource, arising out of the actual, potential, alleged or threatened discharge, dispersal, release, emission, seepage, or escape of any pollutant, contaminant or hazardous waste, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, asbestos, chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, whether or not harmful, hazardous or toxic.

H. "GTS Site" means the three tax parcels, generally addressed at 2731 36th St., Everett, WA, and potentially including properties addressed or otherwise referred to as "2815 36th Street SE", and "2931 36th Street", Everett, WA, consisting of (i) Parcel 2905290040100 (a 1.39 acre parcel owned by the City of Everett); (ii) Parcel 29052900400800 (a 0.55 acre portion of the 36th Street right-of-way); and (iii) Parcel 2905290040150 (a 1.50-acre owned or formerly owned by Burlington Northern Santa Fe Railway). **See Exhibit A.**

I. "Insurers" shall mean Century Indemnity Company, as successor to (1) CCI Insurance Company, as successor to the Insurance Company of North America and Indemnity Insurance Company of North America, and (2) CIGNA Specialty Insurance Company (f/k/a California Union Insurance Company) ("Century"); and shall also include, without limitation, their current and former parents, subsidiaries, divisions, affiliates, successors, assigns, directors,

officers, agents, employees and any other entity that was in the past or is now affiliated with, related to or associated with the Insurers.

J. "Insurers' Releasees" means:

- (i) Insurers; and
- (ii) each of its present and future, direct and indirect parents, subsidiaries, partners, joint ventures, and affiliates;
- (iii) the past, direct and indirect parents, subsidiaries, partners, joint ventures, reinsurers, and affiliates of any of the foregoing but only if an entity described in (i) or (ii) above has the power or authority to act on such Person's behalf;
- (iv) the past, present and future officers, directors, employees, representatives, agents, and/or administrators, members, principals, authorized claims handling agents, attorneys and shareholders of any of the foregoing but only in their capacity as such; and
- (v) the predecessors, successors and assigns of any of the foregoing.

Notwithstanding the foregoing, "Insurers' Releasees" shall not include any Person that is first acquired by, first acquires, or first merges into Insurers (as constituted on the Effective Date) after the Effective Date other than with respect to Claims against such Person under, arising from or relating to Policies issued by Insurers as constituted on or before the Effective Date.

K. "Parties" means the City of Everett and Insurers. "Party" means either of the individual Parties.

L. "Person" means any natural person, class or group of natural persons, corporation, proprietorship, partnership, association, trust or any other entity or organization, including without limitation, insurance entities, exchanges, "names" or underwriters; and any federal, provincial,

tribal, state, county, city or municipal governmental or quasi-governmental body, and/or any political subdivision, department, agency or instrumentality thereof.

M. "Policies" means any and all policies of insurance, whether known or unknown, whether primary, umbrella, excess or otherwise, and whether liability, first party, environmental hazard, environmental impairment, inland marine liability, bumbershoot, automobile or otherwise, issued or allegedly issued by the Insurers: (i) to the City of Everett; and/or (ii) under which the City of Everett claims it is entitled to insurance, rights or benefits, including but not limited to, the policies identified on **Exhibit B**.

III. SETTLEMENT PAYMENT

A. Subject to all the terms, provisions and conditions in this Agreement (and in order to resolve, *inter alia*, the insurance claim made by the City of Everett in connection with the VCP Claim and Environmental Contamination associated with the GTS Site), Insurers will pay to the City of Everett the sum of \$199,000 (referred to hereinafter as the "Settlement Amount") within 30 days of the Execution Date.

B. The Parties agree and jointly represent that the consideration paid and the waivers and releases given pursuant to this Agreement constitute fair and adequate consideration for the releases granted and other terms of this Agreement.

C. The Parties agree that the settlement payment made under this Section III may be allocated to the Insurers' policies as the Insurers deem appropriate.

IV. RELEASES

Upon the Effective Date, and in consideration of the promises and obligations set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to all of the terms and conditions in this Agreement:

A. The City of Everett, on its own behalf and on behalf of the City Releasees, hereby fully, finally and completely acquits, releases and forever discharges the Insurers' Releasees, and each of them, from and covenant not to sue the Insurers' Releasees, or any of them, for any and all Claims, expenses and compensation of any kind and nature whatsoever, relating to, arising out of, and/or in connection with the Policies which arise from or relate to: (a) the GTS Site; (b) the VCP Claim; (c) any other property or location which Environmental Contamination has actually or allegedly emanated from, migrated from or been transported, moved or in any way released from the GTS Site, but only to the extent of Environmental Contamination from the GTS Site; (d) the negotiation and execution of this Agreement; and (e) relating to the GTS Site, any alleged bad faith, alleged violation of any statute or regulation, including, but not limited to, Unfair Claim Practices Acts (specifically including the Insurance Fair Conduct Act), Consumer Protection Acts, or other similar statutes of each of the fifty (50) states (when applicable) based upon any act or omission of the Insurers' Releasees, or any of them, whether sounding in breach of contract, breach of express or implied warranty, breach of any duty of good faith and fair dealing, breach of statutory duties, actual or constructive breach of fiduciary duty, actual or constructive fraud, unfair insurance acts or practices, unfair or deceptive acts or trade practices, or any other theory relating to any alleged misconduct or wrongdoing of any kind by the Insurers' Releasees, or any of them. All Claims released by this Section IV.A. will be referred to hereinafter as the "City of Everett Released Claims."

B. The City of Everett, on its own behalf and on behalf of the City Releasees, hereby withdraws all requests, demands and tenders for indemnity, defense or any and all other reimbursement made to the Insurers' Releasees, and each of them, relating to the GTS Site, including but not limited to any and all Claims under the Policies relating to the GTS Site,

including but not limited to any alleged defense or indemnity obligation concerning the GTS Site, the DOE Claim and hereby covenants and agrees to forever relinquish and abandon any and all rights and Claims against the Insurers' Releasees, and each of them, with respect to such Claims relating to the GTS Site.

C. Insurers' hereby fully, finally and completely acquit, release and forever discharge the City Releasees, and each of them, from and covenant not to sue the City Releasees or any of them, for any and all Claims, expenses and compensation of any kind and nature whatsoever, relating to, arising out of, and/or in connection with the Policies and arising from or related to: (a) the GTS Site; (b) the VCP Claim; (c) any other property or location onto which Environmental Contamination has actually or allegedly emanated from, migrated from or been transported, moved or in any way released from the GTS Site, but only to the extent of Environmental Contamination from the GTS Site; (d) the negotiation and execution of this Agreement.

V. THIRD PARTIES

A. Except as otherwise set forth in this Agreement, no actions taken or payments made pursuant to this Agreement will constitute a release of, or be construed as relieving, any third party of any financial or other obligation it had, presently has or may have in the future.

B. Nothing herein shall in any way preclude or prohibit the Insurers from bringing or pursuing any Claims against any of their reinsurers and/or retrocessionaires; notwithstanding anything to the contrary in this Agreement, the Insurers retain all of their rights to pursue reinsurance and to enforce any and all contracts with reinsurers and/or retrocessionaires.

VI. JUDGMENT REDUCTION/ CREDIT OFFSET

The City of Everett warrants that as of the Effective Date it does not have a judgment against any other Person in connection with any of the Claims released under this Agreement. If

the City of Everett makes a Claim or obtains a judgment against any Person or settles any Claim with any Person with respect to City of Everett Released Claims, and in the further event that such other Person asserts any Claim against any of the Insurers Releasees for contribution, subrogation or indemnification relating to such Claims, the City of Everett will offer to voluntarily reduce its settlement, judgment or Claim against such other Person, or will return or reimburse any collected judgment or other monies paid by such other Person to the same extent that the Insurers' Releasees would otherwise have to pay such other Person with respect to City of Everett Released Claims, or will otherwise engage in any conduct that is authorized by Everett City Counsel and reasonably geared to ensure that the Insurers' Releasees will not be obligated to pay any contribution, subrogation or indemnification to such other Person with respect to City of Everett Released Claims. Nothing in this Section VI precludes any Party from asserting a Claim to enforce this Agreement.

VII. CLAIM BAR

Within sixty (60) business days of any request by the Insurers' Releasees that it do so, the City of Everett shall file with a court of competent jurisdiction a Complaint for Declaratory Relief, accompanied by a Motion for entry of a claims or contribution bar order seeking a ruling that, as a result of this Agreement and/or the settlement referenced therein, Insurers are entitled to a bar with respect to any potential claims by other insurance companies relating to the VCP Claim and/or with respect to any Claims relating to Environmental Contamination at or emanating from, migrating from, transported, moved or in any way released from the GTS Site. The City's costs incurred shall be paid by the Insurers, provided that the Insurers will receive advance notice of the identity and hourly rates charged by any attorneys proposed to assist in the City of Everett's compliance with this provision.

VIII. GENERAL REPRESENTATIONS AND WARRANTIES

A. Each Party represents and warrants that the individual executing this Agreement for that Party is fully authorized to do so.

B. To the extent applicable, each Party represents and warrants that it has taken all necessary corporate and/or internal legal actions to duly approve the making and performance of this Agreement and no further corporate or other internal approval is necessary.

C. To the extent applicable, each Party represents and warrants that the making and performance of this Agreement will not violate any provision of law or of that Party's respective articles of incorporation, charter or by-laws.

D. Each Party represents and warrants that this Agreement has been negotiated in good faith and is the product of arms' length negotiations and informed negotiations between the Parties (including their representatives and counsel) and involves compromises of previously- stated legal positions.

E. The City of Everett represents and warrants that it will not tender any further Claims under the Policies regarding Environmental Contamination at or emanating from the GTS Site.

IX. THE CITY OF EVERETT'S REPRESENTATIONS AND WARRANTIES RE: USE OF SETTLEMENT PAYMENTS AND MEDICARE

The City of Everett represents and warrants that it is not aware of any past or present Claims for bodily injury arising out of or relating to the GTS Site. The City of Everett further represents and warrants that it is not using and will not use any portion of the Insurers' payment received under Section III of this Agreement to pay any past, present or future Claims for bodily injury that could potentially trigger any obligations as required by 42 USC §1395y(b) and the rules and regulations promulgated thereunder (including, without limitation, 42 CFR §§411 *et seq.*) (collectively, the "Medicare Secondary Payor Statutes"). The City of Everett acknowledges and

agrees that, if and to the extent that the foregoing representations and warranties are breached at any time, such breach irrebuttably will be deemed to be a material breach of this Agreement. If the Insurers' Releasees, or any one of them, seek remedies under this Agreement for such a material breach of this Agreement or arising out of the City of Everett's actual or alleged failure to comply with any obligation under the Medicare Secondary Payor Statutes, then the Insurers shall be entitled to liquidated damage sums up to and equal to the Settlement Amount, which liquidated damage sum shall be paid to the Insurers within 30 days. The Parties agree that this liquidated damage sum is not a penalty but is reasonable given the inability of the Parties to predict with certainty the amount of damages resulting from the City of Everett's material breach or alleged breach.

X. NO ASSIGNMENT AND AGREEMENT NOT TO ASSIGN

A. The City of Everett represents and warrants that, as of the Effective Date, it has not assigned any of its rights against any of the Insurers' Releasees arising from the GTS Site or the VCP Claim to any Person.

B. The Parties each agree not to assign any of their rights under the Policies in connection with the GTS Site or the VCP Claim, or to delegate any of their duties under this Agreement without first obtaining all other Parties' written consent; provided, however, that this provision will not prohibit any assignment by any Party due to purchase, sale, merger, consolidation, operation of law or to a Person who succeeds to all or substantially all of such Party's assets. Subject to the foregoing, this Agreement will extend to and be binding upon the successors and assigns of the Parties.

XI. CONSTRUCTION OF THE AGREEMENT; MISCELLANEOUS

A. No Admission. This Agreement is the result of a compromised settlement of

disputed claims and defenses. Nothing in this Agreement is to be construed as an admission or concession of coverage, responsibility, liability, non-liability or wrongdoing by either Party. This Agreement is the product of informed negotiations between the Parties and their representatives, including counsel, and involves compromises of previously stated legal positions. This Agreement is not, and must not be construed as, an acknowledgment of coverage under the Policies, or as a waiver of any policy terms or conditions or any defenses to coverage available to the Insurers arising out of any Claims. Nothing in this paragraph is to be interpreted to restrict the right of either Party to introduce evidence predicated on a breach of this Agreement or to provide proof as to the fact of settlement provided herein. With respect to rights and obligations regarding all matters outside the scope of this Agreement or regarding any non- Party, the Parties each reserve all positions and all rights, defenses and privileges.

B. No Precedential Effect. This Agreement will have no precedential effect and is not, and must not be used as, evidence regarding the rights, obligations or defenses of any Party as to any other Claims. This Agreement is a negotiated settlement of disputed Claims and is not intended to and must not be construed as an insurance policy. Rather, it is in the interest of the Parties in entering into this Agreement merely to resolve this matter and to avoid incurring further expenses in connection with this dispute. This Agreement is intended to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and corresponding state rules.

C. Integration. This Agreement, including its exhibits, represents an integrated agreement and constitutes the entire agreement and understanding between the Parties. The Parties expressly agree that this Agreement shall prevail over and supersede any prior communications, correspondence, memorialization of agreement and/or previous agreements regarding the matters

contained herein. Except as explicitly set forth in this Agreement, no representations, warranties or inducements, whether oral or written, express or implied, shall in any way affect or condition the validity or interpretation of this Agreement. Notwithstanding the foregoing, the Parties agree that this Agreement shall not modify, supplement, revise or replace any prior agreement between the Parties to the extent such prior agreement contains a broader release, hold harmless provision or other protection of the Insurers.

D. No Presumptions of Agreement. This Agreement was reviewed and approved as to form by attorneys for each of the Parties, and the Parties intend that there be no presumption or construction against either Party. Neither Party will be deemed to be the drafter of this Agreement or of any particular provision, and no part of this Agreement is to be construed against a Party based on the Party's identity as an insurance company or as the drafter of any part of this Agreement.

E. No Modification. This Agreement may not be amended or modified other than by written agreement agreed to and signed on behalf of both Parties.

F. Additional Documents. The Parties hereby agree to promptly execute, deliver, file and record any and all other and further instruments and documents which may be necessary to give full force and effect to the terms and intent of this Agreement and/or to cure any defect in the execution and delivery of this Agreement and the documents referenced herein.

G. Counterparts & Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and each of which will represent the executing Party's commitment to the entire Agreement. The Parties agree that a facsimile or electronic signature (e.g. PDF signature) shall have the same effect as an original "wet" signature.

H. Section Headings. Section headings herein are for organizational purposes only and are not intended to be construed to give meaning to any provision of this Agreement.

XII. NOTICE

Any notice required pursuant to this Agreement will be sent by U.S. Mail or overnight delivery service (and by e-mail to counsel) as follows, or as the Parties may subsequently direct in writing:

If to: City of Everett

Tim Benedict City of Everett 3200 Cedar Street
Everett, WA 98201 And
Real Property Manager City of Everett
3200 Cedar Street
Everett, WA 98201

With copy in the above manner and/or by email to:

Matthew Cockrell
Matthew Cockrell & Associates
3015 Floral Drive
Northbrook, Illinois 60062 -6405
Email: mcockrell@CockrellLegal.com
Phone: 224-282-8966

If to: Insurers

Edward Jarosz
Assistant Vice President, Claims
Brandywine Group of Insurance and Reinsurance Companies
Phone: 215.640.1437
Email: Edward.jarosz@brandywineholdings.com


With copy in the above manner and/or by email to:


Misty Edmundson
1325 Fourth Ave., Suite 940
Seattle, WA 98101
Email: edmundson@sohalang.com
Phone: (206) 624-1800

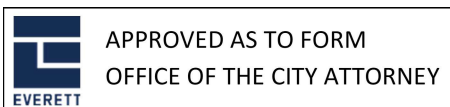
AGREED, UNDERSTOOD AND ACCEPTED by the Parties and IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year as set forth below.

CITY OF EVERETT

INSURERS

By: 
Name: Cassie Franklin
Its: Mayor
Dated: 10/05/2025

By: 
Name: Michelle Wagner
Its: Vice President - Claims
Dated: 9/25/25





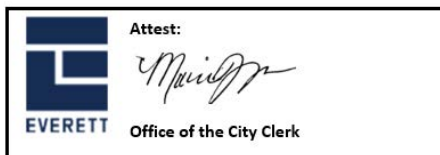


Exhibit A.

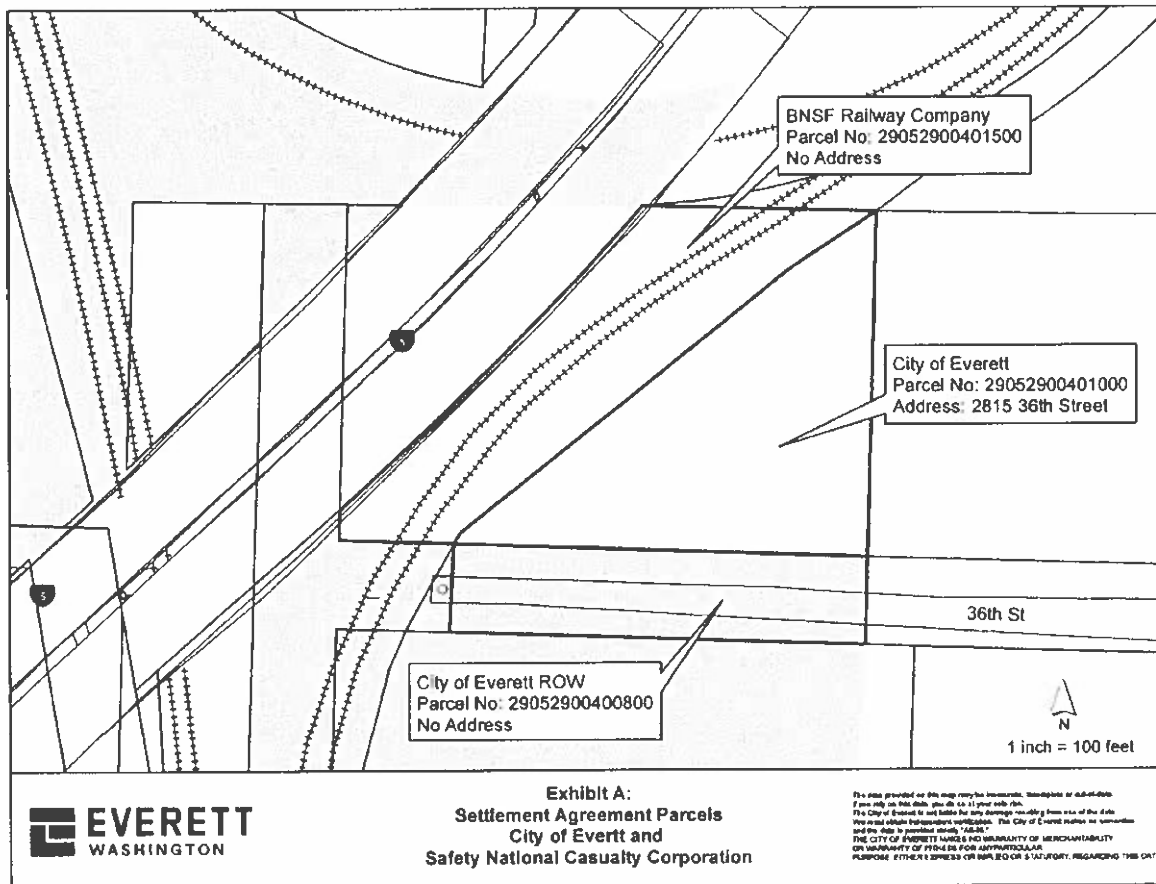


Exhibit B

Cal Union	ZCV 005687	1/1/81 -82
Cal Union	ZCV 006065	1/1/82 – 83
Cal Union	ZCV 006471	1/1/83 – 84
INA	XCP 156697	6/23/85 - 86

GTS Chubb Settlement _rev.SD

Final Audit Report

2025-10-06

Created:	2025-10-02
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA58StjQ_XbDx67NKjagTk59I1oqZTDqsG

"GTS Chubb Settlement _rev.SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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