

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is effective as of the date of the last signature affixed hereon (the “Effective Date”), by and among Plaintiffs and Counter-Defendants Herbert E. Gleicke Trust, by and through its trustee Loren Miles, and Loren Miles as Executor of the Estate of Herbert E. Gleicke (“Plaintiffs”), and Defendant and Counter-Claimant, City of Carson (“Carson”). Plaintiffs and Carson shall be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, a dispute arose between the Parties related to and arising out of certain alleged environmental contamination at and around the real property located at 18900-18934 South Broadway in Carson, California;

WHEREAS, there is a lawsuit pending in the United States District Court for the Central District of California, known as Herbert E. Gleicke Trust, et al. v. Altawood, Inc., et al. (and related crossclaims and counterclaims), Case No. 2:17-cv-03262-JFW (“Action”);

WHEREAS, in the Action, Plaintiffs asserted the following claims against Carson: (1) Private Recovery under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”); (2) Declaratory Relief under CERCLA; (3) Continuing Nuisance; (4) Continuing Trespass; (5) Equitable Indemnity; and (6) Declaratory Relief under state law.

WHEREAS, in the Action, Carson, on its own behalf, asserted the following counterclaims against Plaintiffs: (1) Contribution, Indemnity and/or Cost Recovery under CERCLA; and (2) Equitable Indemnity; and

WHEREAS, Plaintiffs, on the one hand, and Carson, on the other hand, desire to finally settle and resolve all past, present, and future, known and unknown, Claims that each may have or will have against each other relating to the alleged contamination at the Site addressed in the Action, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms throughout this Agreement shall have the meanings assigned to them in paragraph 1 of this Agreement, and those definitions shall control over any other use of those terms herein. To the extent that a capitalized term is not specifically defined in paragraph 1 of this Agreement, that term shall have the meaning assigned to it when first set forth in this Agreement. The following definitions will apply to the listed terms wherever those terms appear throughout this Agreement. Each defined term stated in a singular form shall include the plural form, each defined term stated in plural form shall include the singular form, and each defined term stated in the masculine form or in the feminine form shall include the other. The words “include,” “includes,” and “including” are not limiting. The words “any” and “all” mean

“any and all.” The phrase “relating to” means “relating to, in any way connected with, concerning, with regard to, by reason of, based on, or arising out of.” (The terms “include,” “includes,” “including,” “any,” “all,” and “relating to” are not capitalized in this Agreement.)

- A. The term “Action” means the lawsuit pending in the United States District Court for the Central District of California, entitled Herbert E. Gleicke Trust, et al. v. Altawood, Inc., et al. (and related crossclaims and counterclaims), Case No. 2:17-cv-03262-JFW.
- B. The term “Claim(s)” means any and all claims, demands, judgments, damages, lawsuits, crossclaims, counterclaims, attorneys’ fees, costs, expenses, and any other cause of action, whether currently known or unknown, fixed or contingent, matured or unmatured, liquidated or unliquidated, direct or consequential, foreseen or unforeseen, anticipated or unanticipated, accrued or unaccrued, compensatory or punitive, and whether sounding in tort, contract, equity, nuisance, trespass, negligence, strict liability or any other statutory, regulatory, administrative or common law cause of action of any sort, nature, character or kind.
- C. The terms “Site” and “Sites” are defined to include:
 - (i) The real property located at 18900-18934 South Broadway and 18937 South Main Street in Carson, California, including all improvements or modifications thereon (“Gleicke Site”);
 - (ii) The real property located at 18601 South Main Street and 18620 South Broadway in Carson, California, including all improvements or modifications thereon (“Carson Site”);
 - (iii) The real property located at 125 Griffith Street in Carson, California, including all improvements thereon (“Nissan Site”); and/or
 - (iv) The real property located at 18700 South Broadway in Carson, California including all improvements thereon (“Ideal Metals Site”).

The terms “Site” and “Sites” do not include any land, soil, sediments, property of any type, river, stream, groundwater, other water, watercourse, or body of water, which exists outside of the existing property boundaries of the Sites.

2. Consideration. Settlement Payment. Upon satisfaction of the conditions precedent set forth in paragraph 7 (Conditions Precedent), Carson shall pay to Plaintiffs the total sum of \$750,000.00 by check in U.S. dollars (the “Carson Settlement Payment”). The Carson Settlement Payment shall be made within forty-five (45) calendar days of the date the Court issues an order approving the Motion for Good Faith Settlement and dismissal of claims, as described in paragraph 6 (“Joint Good Faith Settlement Motion”). Payment should be made out to “Tropea McMillan LLP Client Trust Account.”

Plaintiffs represent and warrant that the Carson Settlement Payment will be applied and used toward the satisfaction of any and all obligations associated with the prosecution of the Action; the environmental conditions at the Gleicke Site, including past or future costs for investigation,

removal or remediation associated with environmental conditions at or in the vicinity of the Gleicke Site; and/or any other obligation resulting from environmental conditions at the Gleicke Site. In the event Carson discovers the Carson Settlement Payment is not used or applied consistent with this Agreement, and notwithstanding paragraphs 4 and 5 below, Carson reserves the right to file an action including breach of contract against Plaintiffs for the Carson Settlement Payment amount and seek recovery of attorneys' fees and costs incurred in the prosecution of such separate action. The Parties otherwise agree that each party bears their own attorneys' fees and costs as set forth in paragraph 12 below.

3. **Dismissal With Prejudice.** Upon satisfaction of the conditions precedent set forth in paragraph 7 (Conditions Precedent), the Parties agree to file and cooperate in the filing of such motions, stipulations, notices, or other papers as may be required to dismiss with prejudice the following claims:

- A. All claims by Plaintiffs against Carson in the Action; and
- B. All counterclaims by Carson against Plaintiffs in the Action.

All requests for dismissal shall be filed within five (5) calendar days of the Court's granting of the Joint Good Faith Settlement Motion.

4. **Mutual Releases.**

A. Upon (1) satisfaction of the conditions precedent set forth in paragraph 7 (Conditions Precedent), and (2) Carson's payment of the Carson Settlement Payment as described in paragraph 2 (Consideration), and except as provided below in paragraph 4.B., the Parties, on behalf of themselves and any predecessors, successors, parents, subsidiaries, affiliated companies, partners, members, joint venturers, transferees, assigns, representatives, principals, agents, attorneys, officers, directors, employees, and insurers, agree to fully and forever irrevocably and unconditionally waive, release, acquit and forever discharge each other of and from all past, present, and future Claims relating to any act, error, or omission occurring from the beginning of time through the Effective Date relating to:

- (i) the Action;
- (ii) the hazardous substance and/or solid waste contamination at the Gleicke, Carson Sites, or all other Sites addressed in the Action including the Nissan Site and Ideal Metals Site; and
- (iii) future costs and fees associated with the remediation and/or clean-up of all of the Sites addressed in the Action including the Gleicke and Carson Sites.

B. Notwithstanding anything stated in this Agreement to the contrary, nothing in this Agreement in this Agreement is intended to serve as a release of the following Claims:

- (i) Claims by any Party against that Party's own insurers; and

- (ii) Claims between the Parties for declaratory relief, contribution, or equitable indemnity relating to any Claim brought by a person or entity other than Plaintiffs or Carson and that is not a party to the Action, against Plaintiffs or Carson relating to any matter identified above in paragraph 4.A.(i)-(iii).

C. This Agreement shall also be deemed to be a covenant between Plaintiffs and Carson not to sue for any matter in any way arising out of or relating to the hazardous substance and/or solid waste contamination at the Sites addressed in the Action.

5. **Civil Code Section 1542 Waiver.** With respect to the Claims released pursuant to this Agreement, the Parties waive and relinquish, to the fullest extent the law permits, the provisions, rights and benefits of California Civil Code Section 1542 and all other statutes or common law principles, whether state or federal, of similar effect. The Parties acknowledge that they are familiar with, and/or have been advised by their legal counsel of, the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties understand and agree that, by entering into this Agreement, they are expressly, knowingly and intentionally waiving the provisions of California Civil Code Section 1542 and are electing instead to be bound exclusively by this Agreement. If, contrary to the specific intent of the Parties, any released claims conferred by, or arising out of statutory code or regulations are deemed to exist despite the releases given above, the Parties hereby forever, expressly and irrevocably, waive entitlement to all such released claims, known and unknown, from the beginning of time until the end of time; and it is expressly agreed that the provisions of California Civil Code Section 1542 do not apply.

6. **Joint Good Faith Settlement Motion.** The Parties agree to jointly file and cooperate in the filing of a Motion for Good Faith Settlement and dismissal of claims pursuant to federal law and California Code of Civil Procedure (“CCP”) Section 877, *et seq.* The Motion for Good Faith Settlement shall include a request that the Court issue a final Order that: (a) the settlement reached by the Parties is in good faith, fair, reasonable, and consistent with the intent of CERCLA, 42 U.S.C. § 9601, *et seq.* and CCP §§ 877 and 877.6; (b) all claims for contribution or indemnity relating to the Site and the subject matter of the Action are barred as against Carson, and as against Carson’s respective insurers; (c) all Claims asserted in the Action by the Parties against each other are dismissed with prejudice, with the Parties each bearing their own attorneys’ fees and costs; and (d) at trial, the pro tanto method of accounting shall be adopted and applied to the Carson Settlement Payment so as to reduce the total amount of damages for which liability, if any, may be allocated by the dollar value of the Carson Settlement Payment, pursuant to section 4 of the Uniform Contribution Among Tortfeasors Act (“UCATA”). Carson shall initially prepare the motion, which shall be jointly filed by the Parties no later than fourteen (14) calendar days after the Effective Date.

7. **Conditions Precedent.** The Parties understand and agree that the payment of the Carson Settlement Payment described in paragraph 2 (Consideration), the dismissal of Claims described in paragraph 3 (Dismissal with Prejudice), and the mutual releases described in paragraph 4 (Mutual Releases), and each of them, are contingent upon the express conditions precedent that: (1) the Carson City Council approve the settlement between the Parties; (2) Court determine the settlement was in good faith and approve the Motion for Good Faith Settlement as described in paragraph 6(a); (3) the Court enter an order barring claims for contribution and indemnity as described in paragraph 6(b); (4) the Court approve the dismissal of claims as described in paragraph 6(c); and (5) the Court adopt the pro tanto method as described in paragraph 6(d). The Parties may, upon execution of a written agreement signed by each of them, agree to waive the requirement of the occurrence of one or more of the express conditions precedent identified herein. Any agreement reached by the Parties under this paragraph 7 (Conditions Precedent) shall be in writing and shall, upon signature by all Parties, be incorporated into and become an enforceable part of this Agreement. Plaintiffs may, in their sole discretion, elect to waive the requirement of the occurrence of express condition precedent (4) requiring that the Court adopt the pro tanto method as described in paragraph 6(d).

8. **Environmental Covenant.** The Parties understand and agree that after execution of this Agreement in full, all of the Conditions Precedent in paragraph 7 are satisfied, and Plaintiffs' receipt of the Carson Settlement Payment, the Parties will record the Environmental Covenant attached hereto as Exhibit 1 pursuant to, among other statutes, Civil Code section 1468. Plaintiffs agree to cooperate in the recording of Exhibit 1 creating the covenant against any future claim or action against Carson by Plaintiffs' successor(s), if any, in connection with this Action.

9. **Pro Tanto Method of Accounting.** The Parties understand and agree that the pro tanto approach under UCATA § 4, provides for a fair and reasonable method of accounting of liability in this Action. The Parties agree to request in the Motion for Good Faith Settlement that the Court adopt and apply the pro tanto approach to the Carson Settlement Payment, such that the total amount of damages for which liability, if any, may be allocated at trial shall be reduced by the dollar value of the Carson Settlement Payment, as further described in paragraph 6 (Joint Good Faith Settlement Motion).

10. **Notice.** All notices or other communications required or provided for by this Agreement shall be sent by electronic mail transmission, United States mail or hand delivery to the representative designated below for each Party, or to any such other representative as a Party may designate in writing from time to time:

For Plaintiffs:

Loren Miles
Herbert E. Gleicke Trust
16133 Ventura Blvd., 7th Floor
Encino, CA 91436
lmiles@ma-ad.com

With a copy to:
Santino M. Tropea, Esq.
Tropea McMillan, LLP

4747 Morena Blvd., Suite 250A
San Diego, CA 92117
stropea@tropeamcmillan.com

For City of Carson:

John S. Raymond
Assistant City Manager – Economic Development
701 E. Carson St
Carson, CA 90745
JRaymond@carsonca.gov

With a copy to:
Sunny K. Soltani
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
ssoltani@awattorneys.com

11. **Binding Effect.** This Agreement and the terms and conditions contained herein shall be binding upon and inure to the benefit of each of the Parties and their respective agents, officers, directors, administrators, representatives, predecessors, successors, assigns, shareholders, employees, consultants, experts, and attorneys.

12. **Attorneys' Fees and Costs.** Each Party agrees to bear its own attorneys' fees and costs for the claims released in this Agreement, including any attorneys' fees or costs incurred in connection with the Action. Each Party further agrees that it will not pursue recovery of any attorneys' fees or costs incurred in connection with the Action from any other Party.

13. **Execution of All Necessary Further and Additional Documents.** The Parties shall execute all such further and additional documents as shall be necessary to carry out the provisions of this Agreement, including the Motion for Good Faith Settlement, dismissal of claims referenced herein, and Environmental Covenant provided for in paragraph 8, and shall in good faith undertake all reasonable efforts to effectuate the provisions of this Agreement as soon as possible.

14. **Authority.** Each person executing this Agreement on behalf of any Party hereto warrants that such person has the full and valid authority to do so. The Parties, and each of them, warrant and represent that they are the sole owners of the released claims described in paragraph 4 (Mutual Releases) of this Agreement and that they have not assigned any rights to said claims to any other companies, entities or persons.

15. **Integration, Modification and Waiver.** This Agreement contains the entire understanding of the Parties and constitutes the entire agreement regarding the subject matter hereof among the Parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral, including any prior communications. In entering into this Agreement, none of the Parties has relied, or is relying, upon any representation that may have been made by anyone prior to or contemporaneously with the execution of this Agreement that is

not contained expressly herein. No extrinsic evidence may be introduced to vary the terms of this Agreement in any proceeding involving the Agreement.

16. No Admission of Liability. This Agreement is a compromise of disputed litigation and Claims and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Parties to this Agreement as provided in Federal Rule of Evidence 408 or equivalent State law provisions. The Parties further acknowledge and agree that this Agreement, and any part of the negotiations had in connection herewith, shall not be used as evidence of an admission of liability in any dispute, including any litigation or administrative proceeding, in which any of the Parties may be involved in now or in the future with any other person or entity. Neither this Agreement nor its content is an admission of any factual allegations made in the Action, the application of any legal theory to the Action, or of any law, rule, regulation or policy by and of the Parties to this Agreement.

17. Counterparts; PDFs and/or Facsimiles. This Agreement may be executed in any number of counterparts, each of which, when taken together shall constitute one and the same Agreement. Facsimile pages and PDF documents containing the Parties' signatures shall have the same effect as originals.

18. Governing Law. This Agreement is made with reference to and under the laws of the State of California applicable to contracts executed in, and to be performed entirely within, California, which laws shall govern the interpretation and enforcement of this Agreement.

19. Headings. The descriptive headings of the respective paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of the provisions of this Agreement.

20. No Adverse Construction. Each Party has cooperated in the negotiating, drafting, and preparation of this Agreement. Hence, the Parties agree that, in any construction to be made of this Agreement, the same shall not be construed against any Party. The Parties acknowledge that this Agreement is the result of good faith negotiations between the Parties, and that the Parties have had the opportunity to discuss this Agreement with counsel. The Parties further represent that they have been represented by legal counsel during the course of the negotiations leading to the signing of this Agreement, and that they have been advised by legal counsel with respect to the meaning of this Agreement and its legal effect.

21. Survival of Representations, Warranties and Promises. The Parties hereto agree that all representations, warranties and promises made by them in this Agreement shall survive its execution.

22. Modifications. This Agreement may be amended or modified only by a writing signed by all Parties.


23. No Inducement. The Parties warrant that no promise or inducement has been made or offered by the Parties other than those set forth herein, and that this Agreement is not executed in reliance upon any statement or representation of any such Parties, or their representatives.

24. **Severability.** Except for the provisions set forth in paragraph 2 (Consideration), paragraph 4 (Mutual Releases), paragraph 7 (Conditions Precedent), and paragraph 8 (Environmental Covenant), if any other provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or the validity or enforceability of the Agreement as a whole, and all remaining provisions of this Agreement shall continue in full force and effect. If any provision set forth in paragraph 2 (Consideration), paragraph 4 (Mutual Releases), paragraph 7 (Conditions Precedent, or paragraph 8 (Environmental Covenant) is determined to be invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify the provision determined to be invalid, illegal, or unenforceable so as to effect the original intent of the Parties as closely as possible, to the fullest extent permitted by law. If the Parties are unable to reach agreement on a mutually-acceptable modification after completing negotiations, the provision determined to be invalid, illegal, or unenforceable shall be deemed modified by the court to the extent necessary to allow enforceability of the provision as so limited, it being intended that the Parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification cannot be satisfactory made, the remainder of this Agreement shall be unenforceable.

IN WITNESS WHEREOF, the Parties, have read, understood and agree to the foregoing terms and represent they have authority to enter into this Agreement as of the Effective Date set forth above.

DATED: 2ND AUGUST 2023

HERBERT E. GLEICKE TRUST

By: 

Name Printed: LOREN MILES

Title: TRUSTEE

DATED: 2ND AUGUST 2023

ESTATE OF HERBERT GLEICKE

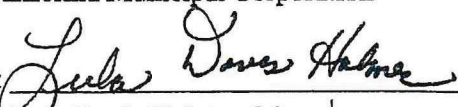
By: 

Name Printed: LOREN MILES

Title: EXECUTOR

DATED: _____

CITY OF CARSON,
a California Municipal Corporation

By: 

Lula Davis-Holmes, Mayor

ATTEST

K. Bradshaw

Dr. Khaleah K. Bradshaw, CITY CLERK

APPROVED AS TO FORM:

DATED: 9/4/23

APPROVED AS TO FORM:

DATED: 8/3/2023

TROPEA MCMILLAN, LLP



Santino M. Tropea, Esq.
Attorneys Plaintiffs

AI FSHIRE & WYNDELL LLP



D. Dennis La. Esq.
Attorneys for City of Carson

EXHIBIT 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Carson
701 E. Carson Street
Carson, CA 90745
Attn: City Clerk

APNs. 7339-014-017 & 7339-013-024

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEES PER GOV. CODE §27383

ENVIRONMENTAL COVENANT AND EQUITABLE SERVITUDE AGREEMENT

THIS ENVIRONMENTAL COVENANT AND EQUITABLE SERVITUDE AGREEMENT ("**Agreement**") is entered into as of _____, 2023 ("**Agreement Date**") by and between the CITY OF CARSON, a Charter City ("**City**"), and LOREN MILES, as Successor Trustee of THE HERBERT E. GLEICKE TRUST, TRUST DATED AUGUST 6, 1992 ("**Gleicke**" or "**Gleicke Trust**"). City and Gleicke may sometimes be jointly referred to herein as the "**Parties**" or individually as a "**Party**."

RECITALS

A. Gleicke owns that certain real property commonly known as 18925-18937 S. Main Street and 18900-18934 S. Broadway Street (APN 7339-014-017) in the City of Carson, County of Los Angeles, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference ("**Burdened Property**"). The Burdened Property is currently encumbered by that certain Deed of Trust dated June 23, 2015 securing the sum of Three Million Dollars (\$3,000,000) which was recorded on June 30, 2015 as Instrument No. 20150780165 in the Official Records of Los Angeles County ("**Official Records**") which was amended by that certain Modification of Deed of Trust dated February 9, 2023 and recorded on February 22, 2023 as Instrument No. 20230112949 in the Official Records which increased the loan amount to Four Million Dollars (\$4,000,000).

B. City owns that certain real property commonly known as 18601 S. Main Street and 18620 S. Broadway Street (APN 7339-013-024) in the City of Carson, County of Los Angeles, State of California, more particularly described in Exhibit B attached hereto and incorporated herein by reference ("**Benefited Property**"). City acquired the Benefited Property in 2020.

C. A dispute has arisen between Gleicke and City related to and arising out of certain alleged environmental contamination at and around the Burdened Property as set forth in that certain lawsuit pending in the United States District Court for the Central District of California, known as Herbert E. Gleicke Trust, et al. v. Altawood, Inc., et al. (and related crossclaims and counterclaims) Case No. 2:17-cv-03262-JFW ("**Action**").

D. To settle the Action, the Parties have executed that certain Settlement Agreement and Mutual Release ("**Settlement Agreement**") which included, among other things, (a) the City paying the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) to Gleicke; and (b) as material consideration to the City, this environmental covenant agreement is to be executed in

accordance with California Civil Code 1460 et seq. and to be recorded against, bind and run with the Burdened Property in favor of the Benefited Property.

NOW, THEREFORE, as material consideration to City as part of the Settlement Agreement, Gleicke irrevocable covenants and binds the Burdened Property to waive any and all environmental claims against the City and the Benefitted Property as set forth herein which shall constitute covenants, conditions, and restrictions which shall run with the land in favor of the Benefited Property.

Section 1. Recitals. The Recitals above are true and correct and are incorporated herein by this reference.

Section 2. Effective Date. This Agreement shall become effective upon approval by the City Council, execution and acknowledgement by authorized representatives of each Party, and recordation of the executed Agreement in the County Clerk's office for the County of Los Angeles ("**Effective Date**").

Section 3. Duration. This Agreement shall remain in full force and effect in perpetuity and shall bind the Burdened Property and Burdened Property owner and all heirs, successors, assigns, grantees, tenants, occupants, and visitors in favor of City.

Section 4. Covenant Runs with the Land. This Agreement shall burden and run with the Burdened Property in favor of the Benefitted Property as a covenant and an equitable servitude.

Section 5. Covenant.

5.1 Definitions.

"Affiliate": Any legal entity which controls, is controlled by or is under common control with another legal entity. An entity is deemed to "control" another if it owns directly or indirectly at least fifty percent of either of (a) the shared entitle to vote at a general election of directors of such other entity, or (b) the voting interest in such other entity is such entity does not have either shares or directors.

"Claim": Any liability, loss, demand, damage, Encumbrance/Lien, cause of action of any kind, order, subpoena, obligation, cost, royalty, fee, assessment, duty, requirement, charge, penalty, fine, judgement, interest, and award (including recoverable legal counsel fees and cost of litigation of the Person asserting the claim) whether arising by law, contract, tort, voluntary settlement or in any other manner.

"Contamination": Any and all contamination in soil and groundwater of any kind that requires remediation or other response action pursuant to applicable federal, state or local laws and regulations which is located on or under the Burdened Property.

"Encumbrance/Lien": Any charge, encumbrance or similar right available to creditor at law to secure debt owed to them.

Gleicke Group: Gleicke, its beneficiaries and any other related party thereto, and Affiliates and their respective officers, directors, managers, members, representatives, independent contractors, consultants, servants and agents and their respective successor in interest and assigns.

“Person”: An individual, corporation, partnership (limited or general), limited liability company, liability partnership, trust or other form of association or entity.

5.2 Covenant Running with the Land. Gleicke for itself and all members of the Gleicke Group releases the Benefited Property from any Claims which may be made and any losses sustained which are related in any manner to the Burdened Property as a result of or from the Benefited Property currently existing or which may occur in the future. Gleicke recognizes that there is a risk that, after the recordation of this Agreement, Gleicke may suffer Claims or losses which are in some way caused by the matters which are the subject of this release and/or related to the Benefited Property and Gleicke agrees, for itself and all members of the Gleicke Group that all members of Gleicke Group assume this risk and that this release shall apply to any and all such unknown or unanticipated Claims or losses. In the event this release is judicially determined to exceed the permitted by applicable law, the such release shall be constructed so as to preserve the maximum release permitted thereby.

5.3 Waiver. Gleicke specifically acknowledges that it has read, understands and knowingly waives any rights it may have pursuant to the provisions of Section 1542 of the California Civil Code which states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The foregoing agreements and waivers are covenants which “run with the land” as defined in California Civil Code §1460 et seq. and also as equitable servitudes.

Section 6. Gleicke’s Representations and Warranties. Gleicke represents and warrants to City that, as of the Effective Date, Gleicke is the fee owner of the Property and has authority to execute this Agreement which shall be binding on and run with the Burdened Property upon recordation in the Official Records of Los Angeles County.

Section 7. Breach. The Parties agree that any violation of this Agreement will result in damage to the City. Upon breach of this Agreement, City shall have all remedies available at law or in equity including, an injunction to enforce this Agreement.

Section 8. Construction. This Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. Furthermore, this Agreement shall be construed to support the intention of the Parties as reflected by this Agreement. This Agreement together with the Settlement Agreement is the entire, complete, and exclusive expression of the understanding of the Parties and supersedes any and all previous negotiations, arrangements, agreements, and understandings, if any, between the Parties, and none shall be used to interpret this Agreement.

Section 9. Final Agreement. This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.

Section 10. No Waiver. The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term,

covenant, or condition of this Agreement.

Section 11. Amendment or Modification. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the then current owner of the Benefited Property and Burdened Property and recorded in the Official Records.

Section 12. Attorney's Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

Section 13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Los Angeles County.

Section 14. Notices. Any notices, demands, or communications under this Agreement shall be in writing, and may be given either by (i) personal service; (ii) overnight delivery (such as Federal Express or other similar carrier); or (iii) mailing via United States mail certified mail with postage prepaid and return service requested; addressed as set forth on the signature page of this Agreement or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) days after deposit into the United States mail.

Section 15. Authority. The person executing this Agreement on behalf of Gleicke represents and warrants that: (i) such Party is existing and in full force and effect, (ii) he is the sole trustee of the Trust; (iii) he is duly authorized to execute and deliver this Agreement on behalf of Gleicke, (iv) by so executing this Agreement, the Gleicke Trust is formally bound to the provisions of this Agreement, and (v) that entering into this Agreement does not violate any provision of any other Agreement to which the Gleicke Trust is bound.

Section 16. Exhibit. Exhibits A and B attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

GLEICKE:

LOREN MILES, as Successor Trustee
of THE HERBERT E. GLEICKE
TRUST, TRUST DATED AUGUST 6,
1992

Address for Notice:
Loren Miles, Trustee
16133 Ventura Blvd, 7th Floor
Encino, CA 91436

Copy to:

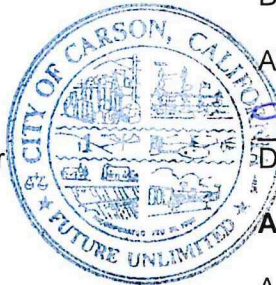
Santino Tropea, Esq.
Tropea McMillian, LLP
4747 Morena Blvd Suite 250A
San Diego, CA 92117

CITY:

CITY OF CARSON,
a Charter City

By: *Lula Davis-Holmes*
Lula Davis-Holmes, Mayor

Dated: 10/10, 2023



ATTEST:

K. Bradshaw
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: *[Signature]*
Sunny K. Soltani
City Attorney

Address for Notice:

City of Carson
701 E. Carson Street
Carson, CA 90745
Attn: City Manager

Copy to:

City of Carson
701 E. Carson Street
Carson, CA 90745
Attn: City Attorney

EXHIBIT A

BURDENED PROPERTY LEGAL DESCRIPTION

That certain real property in the City of Carson, County of Los Angeles, State of California legally described as follows:

PARCEL 1:

THAT PORTION OF LOT 118 OF TRACT NO. 4671, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EASTERLY LINE OF BROADWAY, AS ESTABLISHED BY FINAL DECREE OF CONDEMNATION ENTERED IN CASE NO. 274177, SUPERIOR COURT, LOS ANGELES COUNTY, A CERTIFIED COPY OF SUCH DECREE BEING RECORDED AUGUST 18, 1933 IN BOOK 12339 PAGE 97 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION OF THE NORTH 75 FEET OF SAID LOT LYING EASTERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT AND PASSING THROUGH A POINT IN SAID NORTH LINE, DISTANT WESTERLY THEREON 150 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT.

ALSO EXCEPT THEREFROM THE WEST 100.00 FEET.

PARCEL 2:

THE WEST 100.00 FEET OF THAT PORTION OF LOT 118 OF TRACT NO. 4671, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EASTERLY LINE OF BROADWAY, AS ESTABLISHED BY FINAL DECREE OF CONDEMNATION ENTERED IN CASE NO. 274177, SUPERIOR COURT, LOS ANGELES COUNTY, A CERTIFIED COPY OF SUCH DECREE BEING RECORDED AUGUST 18, 1933 IN BOOK 12339 PAGE 97 OF OFFICIAL RECORDS.

APN: 7339-014-017

EXHIBIT B

BENEFITED PROPERTY LEGAL DESCRIPTION

That certain real property in the City of Carson, County of Los Angeles, State of California legally described as follows:

PARCELS 1 AND 2 OF PARCEL MAP NO. 15725, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 168 PAGE 72 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL DESCRIPTION IS PURSUANT TO NOTICE OF MERGER LOT MERGER NO. 122-00 CERTIFICATE OF COMPLIANCE RECORDED MAY 01, 2000 AS INSTRUMENT NO. 00-0657352 OF OFFICIAL RECORDS.

APN: 7339-013-024

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On _____, 2023 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SEAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On _____, 2023 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SEAL