

SETTLEMENT AGREEMENT AND RELEASE

City of Hyattsville and CSX Transportation

DOI: September 22, 2023

This Settlement Agreement and Release is made this ____ day of _____ 2024, by and between City of Hyattsville (hereinafter the “Releasor”), and CSX Transportation, Inc., Pan Am Railways, Inc. Pan Am Systems, Inc., Guilford Transportation Industries Inc., Boston and Maine Railroad, Boston and Main Corporation, Maine Central Railroad Company and Springfield Terminal Railway Company, Norfolk Southern Railway company, Norfolk Southern Corporation, Genesee & Wyoming Inc, (hereinafter collectively the “Releasee”). Releasor and Releasee may be referred to collectively hereinafter as “the Parties.”

WHEREAS, on September 22, 2023, a CSX train derailed in the City of Hyattsville (hereinafter the “occurrence” or “incident”); and

WHEREAS, Releasor suffered expenses and/or damages in property damage, overtime pay and emergency operations; and

WHEREAS, Releasor and Releasees have, in an effort to avoid the uncertainty of potential protracted litigation and the expenses associated therewith, reached a settlement of the claims at issue.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration as is more fully described below, receipt of which is hereby acknowledged, it is **AGREED** as follows:

1. **Incorporation of Recitals:** The Recitals to this Settlement Agreement are incorporated by reference herein.

2. **Settlement Terms:** The terms of the settlement reached are as follows:

- (a) Payment will be made in the amount of three hundred ten thousand four hundred two dollars and fifty-one cents (\$310,402.51) to Releasor by Releasee; and
- (b) An accounting of the expenses and damages claimed in paragraph 2(a) is attached hereto and incorporated herein as Exhibit 1; and
- (c) Releasor shall execute a release of all known claims arising out of the incident which are accounted for Exhibit 1; and
- (d) **It is expressly understood that any unknown claims giving rise to expenses or damages are not the subject of this settlement agreement release.**

3. **Release of RELEASEE:** Releasor, in consideration of the aforesaid recitals and agreements, and other good and valuable consideration, the receipt of which is hereby acknowledged, does remise, release and forever discharge, and by these presents, does for itself,

its predecessors and successors, executors, assigns, agents, servants, officers, employees past and present, remise, release and forever discharge Releasee and its insurers, predecessors, successors, officials, members, partners and associates, agents, servants and employees, past and present, for any causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, negligence, agreements, premises, variances, trespasses, damages, judgments, extents, executions, claims and demands, whatsoever in law or in equity, which Releasor has or may have against Releasee, its insurers, predecessors and successors, officials administrators, employees, agents and/or assigns, for known claims, expenses, and damages arising out of the September 22, 2023, CSX train derailment to the date of this Settlement Agreement which are further described in paragraph 2(a) and 2(b), *supra*.

4. **Acknowledgment:** Releasor acknowledge that no representation of fact or opinion has been made by Releasee to induce this compromise with respect to the extent or nature of any injuries or damages or as to the likelihood of future complications, or recovery therefrom, and that the consideration set forth herein is solely by way of compromise of the disputed claim, and to foreclose all possibility of any future claim based upon the same allegations, and that in determining said consideration, there has been taken into consideration the fact that unexpected consequences may result, known or unknown, and it is therefore, specifically agreed that this Agreement shall be a complete bar to such claims or suits.

5. **Cooperation:** Releasor, for itself, its successors, administrators and assigns, covenants and agrees to execute such instruments, documents or further assurances as may be necessary to carry out Releasor's obligations hereunder.

6. **Miscellaneous:**

a. Entire Agreement: This Settlement Agreement constitutes the complete, final and entire understanding of the parties hereto, and they shall not be bound by any terms, conditions, covenants or representations not expressly herein contained.

b. Modification: This Settlement Agreement may not be modified or changed orally, but only by an agreement in writing signed by all parties.

c. Consultation with Counsel: Releasor represents that prior to signing this Settlement Agreement, he read it, understood its terms and conditions, consulted with counsel, and voluntarily signed it.

d. Choice of Law: This Settlement Agreement shall be governed by and interpreted according to the laws of the State of Maryland.

e. Venue/Jurisdiction: The parties consent to venue and jurisdiction in the state and federal courts located in Prince George's County, Maryland.

f. Construction: This Settlement Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

g. Counterparts: This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

h. Electronic Signatures: This agreement may also be executed electronically.

i. Authority: Each of the individuals signing this Settlement Agreement on behalf of a party hereto warrants and represents that such individual is duly authorized to and empowered to enter into this Agreement and bind such party hereto.

EXECUTED on the ____ day of _____, 2024.

THE UNDERSIGNED HAS READ THE FOREGOING AGREEMENT AND FULLY UNDERSTANDS IT. SIGNED AND SEALED THIS _____ DAY OF _____, 2024.

CSX, et al.,

By: _____
David Foehner,
Senior Field Investigations Analyst
CSX Transportation

STATE OF MARYLAND

To Wit:

COUNTY/COUNTY OF _____ :

Before me, a Notary Public, for and within the County/County of _____, State of Maryland, on this ____ day of _____, 2024, personally appeared _____, to me known and known to me to be the person named in and who executed the above Agreement and he acknowledged to me that he executed the same as his own free act and deed.

Notary Public

My Commission Expires: _____

City of Hyattsville, Maryland

By: _____
Tracey Douglas, City Administrator

STATE OF MARYLAND

To Wit:

COUNTY/COUNTY OF _____ :

Before me, a Notary Public, for and within the County/County of _____, State of Maryland, on this _____ day of _____, 2024, personally appeared _____, to me known and known to me to be the person named in and who executed the above Agreement and he acknowledged to me that he executed the same as his own free act and deed.

Notary Public

My Commission Expires: _____