

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Settlement Agreement”) is entered into as of the Effective Date (the “Effective Date” being the latest date signed by any Party) and is by and between Pentair Flow Technologies, LLC (“Pentair”) and the City of Port St. Lucie, Florida (“PSL”).

WHEREAS, “Pentair” and “PSL” are each a “Party” and are collectively the “Parties,” and each Party shall include for purposes of the release, as applicable, his/her or its past and present parents, subsidiaries, affiliates, partners, owners, officers, directors, governors, managers, employees, attorneys, agents, distributors, sellers of Equipment, predecessors, successors, assigns, and insurers, and anyone claiming by or through them; and

WHEREAS, Pentair is a manufacturer of pumping equipment and sold various pumping equipment, including grinder pump systems and associated equipment and controls, to PSL from the 1990s to the 2020s (the “Equipment”); and

WHEREAS, PSL removed some of the Equipment from service, stored some of the removed Equipment on City owned or controlled property, and replaced some of the removed Equipment with equipment not made or sold by Pentair; and

WHEREAS, other Equipment is still in service in the City; and

WHEREAS, PSL has made warranty claims to Pentair relating to some of the Equipment, has alleged that the Equipment and systems in which the Equipment operate are defective, and that the Equipment still in service in the City may have had issues previously, or could have issues now or in the future, or along with any other allegations or claims that could have been alleged by PSL (the “Claims”); and

WHEREAS, the Parties have determined independently that it is desirable and beneficial for them to settle, compromise and resolve their Claims and disputes in the manner and on the terms and conditions set forth herein, in order to avoid the costs, inconvenience and uncertainty of litigation, and for that purpose have entered into this Settlement Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. Recitals. The recitals and facts set forth above are incorporated into this Settlement Agreement as part of the terms hereof.

2. Settlement Payment and Removal of Certain Equipment. Within fourteen (14) days after this Settlement Agreement becomes binding upon PSL, by final approval of the PSL City Council and signature of PSL's City Manager, Pentair shall pay PSL One Hundred Twelve Thousand Five Hundred Dollars (\$112,500) by wire transfer. Within ninety (90) days after this Settlement Agreement becomes binding upon PSL, PSL shall (a) remove at its cost the Equipment out of service and being stored on PSL's property, (b) dispose/scrap all such Equipment, and (c) provide Pentair with verified proof of such disposal/scrapping of the Equipment as the Parties understand that the Equipment or parts thereof are not to be reused by anyone.

3. Release of All Claims. In consideration of the terms and provisions of this Settlement Agreement, PSL (the "Releasor") hereby completely remises, releases, holds harmless and forever discharges Pentair (the "Releasees") of and from any and all causes of action, claims, debts, demands, damages, costs, attorneys' fees and expenses, known or unknown, accrued or unaccrued, contingent or not contingent, of every nature and kind, both at law and in equity, that the Releasors had, have or might have against the Releasees, whether or not related to the disputes

underlying the Claims or this Settlement Agreement, including any possible future claims relating to the Equipment now or hereafter in service in PSL, except any claims arising out of breach of this Settlement Agreement. For the avoidance of doubt, PSL confirms that the foregoing release means that there are no longer any warranties on the Equipment and no claims of any nature or kind may be brought relating in any way to the Equipment at any time. All the Releasees who are not parties to this Agreement are hereby declared to be intended third-party beneficiaries and will have standing to enforce the rights and obligations set forth in this section.

4. Subsequently Discovered Facts. The Parties acknowledge that they may hereafter discover facts arising on or before the Effective Date of this Settlement Agreement that may differ from or are in addition to those which they now believe to be true. The Parties agree to assume the risk of discovery of any such additional or different facts and agree that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or any Party's discovery thereof.

5. No Admission of Liability. This Settlement Agreement is made solely for the purpose of resolving and compromising the matters addressed herein and nothing in this Settlement Agreement shall be construed as or constitute an admission of liability or concession of wrongdoing on the part of any Party, all liability and claims being expressly denied and contested.

6. Confidentiality of Settlement. To the extent permitted by law, the Parties agree that the terms and provisions of this Settlement Agreement, including discussions during the negotiation of this Settlement Agreement shall remain strictly confidential. To the extent permitted by law, no Party shall publicize or disclose the terms of this Settlement Agreement, nor any of the negotiations and discussions between them concerning this Settlement Agreement, except that the Parties may discuss and review settlement discussions and the terms of this

Settlement Agreement, to the extent they have a legitimate need to know, with their attorneys; tax and financial advisors; employees; and taxing authorities; or upon the order of any court of competent jurisdiction and then only after giving the other Party notice in writing with sufficient time to allow the other Party to intervene and to object to any such disclosure. Notwithstanding the preceding, Pentair acknowledges PSL is a public entity subject to open records laws, including under Chapter 119, Florida Statutes, and that PSL needs City Council approval at a public meeting to authorize execution of this Settlement Agreement. The Parties agree there is no intent to violate or circumvent applicable law in entering into this Settlement Agreement.

7. Non-Disparagement. The Parties will each refrain from publishing, disseminating, or communicating to any third parties disparaging, negative, harmful, or disapproving information comments about the other, or about any director, officer, employee, or agent of the Parties involved herein. However, if a Party is compelled by a court or legal process to give factual statements related to the Equipment or the Parties' relationship, a Party's compliance with such shall not constitute a breach of this Settlement Agreement.

8. Mutual Cooperation. The Parties to this Settlement Agreement shall reasonably cooperate with each other to provide any additional documentation or information required to effectuate the intent of this Settlement Agreement.

9. Costs and Attorney's Fees. Each of the Parties shall bear their own costs and attorney's fees with respect to their disputes, the Claims, and this Settlement Agreement.

10. Heirs, Successors and Assigns. This Settlement Agreement shall inure to the benefit and shall be binding upon the Parties' heirs, executors, administrators, representatives, agents, successors, and assigns.

11. Entire Agreement. This Settlement Agreement contains the entire agreement of the Parties and may be changed, modified, or altered only by an agreement in writing, signed by authorized representatives of the Parties. No other representations, inducements, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting any matters which are not specifically incorporated herein shall be deemed in any way to exist or to bind any of the Parties.

12. Comprehension of Terms and Construction of Ambiguities. The Parties attest that their attorneys have explained to them the meaning of this document and the consequences of signing it. The Parties acknowledge that they have been represented by competent legal counsel of their own choosing in this dispute, and in connection with the settlement and the negotiations, drafting and execution of this Settlement Agreement. Accordingly, the language used in this Settlement Agreement will be deemed to be the language chosen by all Parties to express their mutual intent, and no rule of strict construction against any Party will apply to any term or condition of this Settlement Agreement.

13. Severability. The Parties agree that neither intends to violate the law with any provision in this Settlement Agreement. To the extent that any provision of this Settlement Agreement violates applicable law, a Party complying with the law shall not constitute a breach of this Settlement Agreement. However, if any provision of this Settlement Agreement is declared illegal or unenforceable by any court of competent jurisdiction and it cannot be modified to be enforceable, that provision will become void, leaving the remainder of this Settlement Agreement in full force and effect.

14. Authority. Each Party represents and warrants: that the person signing this Settlement Agreement is authorized to bind that Party to this Settlement Agreement; that no other

person or entity, whether by sale, assignment, transfer, conveyance, subrogation or otherwise, has or has had any interest in the claims, demands, obligations, causes of action or disputes referenced in this Settlement Agreement; and if done so in breach of this provision, the breaching Party shall indemnify, defend and hold harmless the other nonbreaching Party for all costs, damages, expenses and/or liabilities of any kind, including, but not limited to attorney's fees and costs of suit, incurred by virtue of a prior assignment in breach of this provision.

15. Execution in Counterparts. This Settlement Agreement may be signed in counterparts by the Parties with the same force and effect as if the Parties signed the same original agreement. Facsimile copies, electronic copies, and photocopies of the Parties' signatures to this Settlement Agreement shall be valid and enforceable to the same extent as original signatures, and the Parties hereby waive any requirement that original signatures be produced as a condition of proving the validity of or otherwise enforcing this Settlement Agreement.

16. Choice of Law. This Settlement Agreement shall be subject to and governed by the laws of the State of Florida, without regard to any conflicts of laws provisions or principles thereof.

Dated: _____, 2026

CITY OF PORT ST. LUCIE

By: _____
Jesus Merejo, City Manager

Dated: Jan 21, 2026

PENTAIR FLOW TECHNOLOGIES, LLC

By: De'Mon Diggins
Its: President

Authorizing Resolution Detail:

This Settlement Agreement authorized by the City Council of the City of Port St. Lucie on January 26, 2026 via Resolution 26-R07 (attached hereto).