

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “***Settlement Agreement***”) is made this 12th day of August 2020, by and between Petitioners and Plaintiffs David Rodriguez, an individual; Sarah Kolb, an individual; Timothy Taira, an individual; and the San Joaquin River Access Corporation, a California Non-Profit Corporation (the “***SJRAC***”), on the one hand (collectively, “***Petitioners***”); and Respondent and Defendant the San Joaquin River Conservancy, a California Public Agency (the “***Conservancy***”), and certain individually-named parties who were sued in their official capacity, on the other. Petitioners, the Conservancy, and the individually-named Respondents and Defendants who are signatories below, are collectively referred to herein as the “***Parties***.”

RECITALS

WHEREAS, on December 13, 2017, the Conservancy’s Board of Director’s (the “***Board***”) approved Resolution 17-01, certifying an Environmental Impact Report (the “***EIR***”) pursuant to the California Environmental Quality Act, Section 21000, *et seq.* of the Public Resources Code (“***CEQA***”) for the River West Fresno, Eaton Trail Extension Project (the “***Project***”);

WHEREAS, the Project described in the EIR included the expansion of the existing Lewis S. Eaton Trail through the construction of a “***Core Project***,” which included a multi-use trail extension of approximately 2.4 miles from the Perrin Avenue alignment near State Route 41 to Spano Park in the City of Fresno, in addition to a parking area at Perrin Avenue;

WHEREAS, the EIR also analyzed additional parking areas, including an iteration of “Alternative 1,” which comprised of a parking area accessed via West Riverview Drive, and “Alternative 5B,” which comprised of an access roadway and parking area located to the northwest of Spano Park located on that parcel currently described as Fresno County Assessor’s Parcel No. 402-030-71s (the “***SJRAC Property***”);

WHEREAS, following its certification of the EIR, the Board approved Resolution 17-02, which approved the Core Project as well as Alternative 5B;

WHEREAS, Resolution 17-02 also stated that the Board may decline to proceed with Alternative 5B if “reasonable progress [was] not made toward implementing Alternative 5B within one year of approval”;

WHEREAS, following the approval of Resolution 17-02, SJRAC took title to the SRJAC Property, and performed other tasks that it contends satisfied the requirements of Resolution 17-02;

WHEREAS, on February 27, 2019, the Board found SJRAC had not made reasonable progress toward implementing Alternative 5B;

WHEREAS, on March 28, 2019, Petitioners filed their Verified Petition for Writ of Mandate and Complaint for Inverse Condemnation and Declaratory and Injunctive Relief (the

“*Petition*”) in the matter of *Rodriguez, et al. v. San Joaquin River Conservancy, et al.*, Fresno County Superior Court, Case No. 19CECG01138 (the “*Action*”);

WHEREAS, on February 20, 2020, the Parties participated in a mediation before Retired Judge Melinda Johnson, at which the Parties jointly prepared a Term Sheet that was subsequently approved by the Parties, subject to the preparation of a final written agreement;

WHEREAS, the Term Sheet expresses a desire by both Parties that Alternative 5B would be developed and open to the public concurrently with a revised version of Alternative 1, as described *infra*;

WHEREAS, the Term Sheet also contemplates that, as a condition precedent to this Agreement, Petitioners would support the Conservancy’s approval of an Addendum to the EIR to include analysis of the joint development of Alternative 5B and Alternative 1, as described *infra* (the “*EIR Addendum*”);

WHEREAS, the Term Sheet also contemplates that, as an additional condition precedent to this Agreement, the Board would adopt the following resolutions: (i) a resolution approving the EIR Addendum, and (ii) a resolution finding reasonable progress on Alternative 5B has been made; and

WHEREAS, the Parties now desire to enter into this Agreement as a means of resolving all of the referenced disputes.

NOW, THEREFORE, in consideration of the terms, covenants, conditions, agreements and mutual “Recitals” stated above, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

A. Conditions Precedent. The effectiveness of this Agreement is expressly conditioned upon the occurrence of each of the following events (collectively, the “*Conditions Precedent*”):

1. Petitioners’ Support for EIR Addendum. Prior to the Conservancy’s consideration of the EIR Addendum, Petitioners’ submission of a letter supporting the Board’s adoption of the EIR Addendum, and one or more of Petitioners’ designated representatives expressing verbal support for the EIR Addendum at the public hearing at which the EIR Addendum is considered for adoption.

2. Respondents’ Approval of Certain Resolutions. This Agreement is expressly conditioned upon Respondents’ adoption of separate resolutions (a) approving the EIR Addendum and (b) finding reasonable progress on Alternative 5B has been made at the same meeting in which this Agreement is adopted. Such resolutions shall also be expressly conditioned upon the Board’s approval of this Agreement.

3. Wildlife Conservation Board Approval of Public Access Easement. This Agreement is also expressly conditioned upon (a) the Wildlife Conservation Board’s (the

“WCB”) approval of a Grant of Public Access Easement for the SJRAC Property in substantially the same form attached hereto as **Exhibit “A”** (the “**Public Access Easement**”), and (b) agreement by the Conservancy to pay SJRAC the amount of \$125,000 as consideration for the Public Access Easement upon recordation thereof.

B. Dismissal of Action With Prejudice. Within five (5) days of this agreement being fully-executed by the Parties, Petitioners shall file and serve a Dismissal of Action without Prejudice as to any and all individually-named parties sued in his or her official capacity who are signatories to this Agreement. All such parties agree that they will not assert the statute of limitations and laches as a defense should litigation continue and Petitioners need to refile against them. Following confirmation by both Parties that each of the Conditions Precedent have occurred, Petitioners shall file and serve a signed Dismissal of Action with Prejudice as to this entire action, in substantially the same form attached hereto as **Exhibit “B.”**

C. Concurrent Development & Opening. Except as otherwise provided in Sections C(3) and F(2), *infra*, the Conservancy shall develop and open the (i) Core Project, (ii) Alternative 5B, and (iii) Alternative 1 concurrently, with cooperation from Petitioners as required under Section C(2) *infra*.

1. Funding Request. To effectuate this objective, the Conservancy shall seek construction funds and operation and maintenance (“**O&M**”) funds concurrently for the Core Project, Alternative 5B, and Alternative 1.

2. Cooperation in Good Faith. At all times, the Parties shall cooperate, in good faith, to develop, construct, and open the Core Project, Alternative 5B, and Alternative 1 concurrently. At all times, the Parties shall also cooperate, in good faith, to comply with and achieve the objectives of this Agreement, and the resolutions identified in Section A(2) of this Agreement.

3. Development of Core Project. If the Conservancy, for any reason, cannot open Alternative 5B and Alternative 1 concurrently with the Core Project, the Conservancy may open the Core Project first. Thereafter, the Conservancy may open Alternative 5B and Alternative 1 concurrently.

D. Construction and Development of Alternative 5B. In addition to the requirements specified in Section C, *supra*, the Conservancy shall develop and construct Alternative 5B in a manner consistent with Resolutions 17-01 and 17-02, the Public Access Easement, and the December 20, 2018, Easement Deed recorded against the SJRAC Property, a copy of which is attached hereto as **Exhibit “C.”**

E. Construction and Development of Alternative 1. In addition to the requirements specified in Section C, *supra*, the Conservancy shall develop and construct Alternative 1 in a manner generally consistent with the site plan attached hereto as **Exhibit “D”** (the “**Site Plan**”), subject to the following additions, which are collectively referred to in this Agreement as “**Alternative 1**”:

1. Increased Number of Parking Stalls. The number of parking spaces within the gated area will be expanded to 15, at least 2 of which will be ADA compliant. In

addition, the Parties will work with the City of Fresno to assure at least 15 parking additional spaces are available outside the gate, with the understanding that the number and location of such parking spaces are ultimately within the City of Fresno's discretion.

2. Supplemental School Bus/Maintenance Vehicle Access & Parking.

School bus access and maintenance vehicle access shall be coordinated by the Conservancy, and be allowed beyond the gate, to park on the river side of the H & E ponds, in the area generally depicted on the map attached hereto as **Exhibit "E"** (the "**Bus Parking Area**").

3. Restroom.

The Conservancy may at its discretion construct a restroom facility adjacent to the bus Parking Area.

4. Gated Parking Areas.

All parking areas beyond the gate at Riverview Drive will be controlled by a gate at the location generally depicted in the Site Plan, with hours of operation clearly posted.

5. Lighting.

Additional lighting would be installed along the parking lot, which shall be adequately shielded to avoid glare onto adjacent residential properties.

6. Traffic Signal.

The Parties will both support and advocate for the construction of a traffic signal by the City of Fresno at either the intersection of Audubon Drive and Del Mar Avenue, or the intersection of Audubon Drive and the Woodward Park entrance.

7. Signage.

The Conservancy will not object to any efforts by Petitioners to request that the City of Fresno post signage related to Project access points.

F. Obligations of the Parties in the Event of Subsequent Legal Actions.

In the event of any challenge to this Agreement, the EIR Addendum (or any other CEQA document prepared in connection with Alternative 1, as described above), or the resolutions identified in Section A(2) of this Agreement (a "**Subsequent Legal Action**"), the following terms shall apply:

1. Mutual Defense of this Agreement and Related Approvals.

The Parties both agree to mutually defend this Agreement and the resolutions identified in Section A(2) in any Subsequent Legal Action, and cooperate with each other in such defense. In the event of any Subsequent Legal Action, both Parties agree that they are each a necessary party, and have the right to intervene and/or participate as a party in any such action.

2. Effect of Challenge on Development of Project.

In recognition of the fact that Resolutions 17-01 and 17-02 remains in full force and effect, in the event any Subsequent Legal Action is filed, the Conservancy may proceed with both the Core Project and Alternative 5B, without prejudice to the Conservancy subsequently pursuing Alternative 1 as a separate project under CEQA.

3. Continued Obligation to Achieve Agreement's Objectives.

In the event any Subsequent Legal Action is filed, Petitioners shall continue to work cooperatively in support of Alternative 1 as described herein, and shall not challenge its approval.

G. Mutual Release.

1. Except as to the obligations created herein, Petitioners, on the one hand, and the Conservancy, on the other hand, release and forever discharge each other, and each of their respective predecessors, successors, assigns, Board members (in their official capacities only), officers, employees, accountants, consultants, attorneys, and agents from all claims, demands, causes of action, obligations, damages and liabilities of any nature whatever, whether or not now known, anticipated, suspected or claimed, including attorneys' fees and costs (collectively, the "**Claims**"), which either of them ever had, now has, or may later have or claim to have against the other Party from the beginning of time to the Effective Date of this Agreement including, without limitation, all such Claims based upon, described within, arising out of, or in any way connected with any of the following: the claims and defenses that were made or could have been made in the Action.

2. Except as otherwise provided herein, the releases contained within this Settlement Agreement are made notwithstanding the provisions of Section 1542 of the Civil Code. Section 1542 of the Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

3. The Parties each represent and warrant that no other persons have had, nor do now have, any interest of any kind in any of the Claims released under this Section G by the representing Parties; and that each of them has the sole right and exclusive authority to execute this Agreement with respect to all such Claims.

H. Other Provisions

1. **Each Party Bears Own Costs and Fees.** Except as otherwise provided herein, the Parties hereto will each bear their own respective costs and attorneys' fees incurred in connection with this Action. Neither Party will seek an award of attorneys' fees and costs on behalf of any of its directors, and each Party agrees to indemnify the other for any attorneys' fees and costs in the event one of the parties' directors file a cost bill or any other request for attorneys' fees and costs in this Action.

2. **Good Faith Compromise.** Execution of this Agreement does not constitute evidence of, and shall not be construed to be an admission of, liability and/or wrongdoing by any of the Parties. Rather, this Agreement is a settlement of disputed claims, and the Parties expressly deny any liability to each other. The Parties acknowledge and agree that this Agreement is entered into in good faith and has no purpose other than to compromise, settle, and extinguish the claims referred to herein.

3. Representations and Warranties. The Parties to this Agreement, and the attached exhibits, represent, warrant, and agree as follows:

a. Each Party to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and that no approvals or consents of any other persons or entities are necessary in connection herewith.

b. The Parties have each received independent legal advice from attorneys of their choice with respect to the advisability of making this Agreement and the release provided herein. This Agreement is based upon such advice, after each Party's respective independent attorneys were provided with a full and fair opportunity to review the Agreement and consult with their respective clients regarding the terms contained herein.

c. This Agreement is intended to be final and binding upon the Parties and, with the exception of any obligation created under the Agreement, is further intended to be effective as a full and final accord and satisfaction among them of the claims released herein regardless of any claims of fraud, misrepresentation, concealment of fact, mistake of fact or law, duress, coercion, or any other circumstances whatsoever relating to the subject matter of this Agreement, any easement recorded under this Agreement, except as otherwise provided herein. The Parties each rely upon the finality of this Agreement as a material factor inducing the other party's execution of this Agreement.

d. Except as otherwise provided herein, there are no other agreements or understandings between the Parties relating to the matters and release referred to in this Agreement. The mutual obligations and undertakings of the Parties expressly set forth in this Agreement are the sole and only consideration of this Agreement, and no representations, promises, or inducements of any nature whatsoever have been made by the Parties other than as appear in this Agreement or the exhibits hereto.

e. This Agreement has been read carefully by each of the Parties and its contents are known and understood by the Parties. This Agreement is signed freely and voluntarily by each of the Parties hereto.

4. Execution of Further Documents. The Parties shall execute all documents necessary to effectuate this Agreement.

5. Notice. Any notice provided for in this Agreement or otherwise required must be given by overnight courier or by certified United States mail, postage prepaid, addressed, to the respective addresses of the Parties at the addresses as set forth below:

For Petitioners:

SAN JOAQUIN RIVER ACCESS CORPORATION

Attn: Kristine Walter, Secretary

7797 N. First Street #47

Fresno, CA 93720

– and –

WANGER JONES HELSLEY PC

Attn: John P. Kinsey

265 E. River Park Circle, Suite 310

Fresno, CA 93720

For the Conservancy:

SAN JOAQUIN RIVER CONSERVANCY

Attn: John M. Shelton, Executive Officer

5469 E. Olive Avenue

Fresno, CA 93727

– and –

DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL

Attn: David Pai, Deputy Attorney General

1515 Clay Street, 20th Floor

Oakland, CA 94612

Notice may be transmitted (i) by personal delivery, (ii) by delivery by messenger, express or air courier or similar courier, or (iii) by delivery by United States first class certified or registered mail, postage prepaid. Except as otherwise provided in this Agreement, delivery or service of any Notice shall be deemed effective only upon receipt, and receipt shall be deemed to have occurred when the Notice was delivered to the specified address without regard to whether or not a representative of the addressee was present to receive the Notice; provided, any Notice delivered after 5:00 P.M. local time of place of receipt, or on a day other than a business day, shall be deemed received on the next succeeding Business Day.

6. Materiality of Representations and Warranties. Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements of the Parties contained in this Agreement shall be considered material and shall be effective and survive the execution and delivery of this Agreement .

7. Third-Party Beneficiaries. This Agreement was entered into for the benefit of only the Parties to the Agreement, and there is no intent to benefit any other individual or entity that may claim any third party beneficiary rights under this Agreement.

8. Bind Successors. This Agreement shall bind and inure to the benefit of all executors, trustees, beneficiaries, administrators, successors, assigns, and heirs of the Parties.

9. Severability. Should any paragraph, clause or provision of this Agreement be construed to be against public policy or determined by a court of competent jurisdiction to be void, invalid, or unenforceable, the construction, interpretation, effectiveness and validity of the remaining paragraphs, clauses and provisions of this Agreement shall be determined by applicable law.

10. Integration. This Agreement (including all exhibits hereto) constitutes a single, integrated written contract expressing the entire agreement between the Parties. This Agreement supersedes any prior understandings and agreements among the Parties with respect to the subject matter herein.

11. Interpretation. Headings in this Agreement are used for convenience only and shall have no force or effect regarding its interpretation or construction. The Parties have each participated in the drafting of this Agreement. None of the Parties hereto shall be deemed to be the author of this Agreement.

12. Entire Agreement. This Agreement (including all exhibits hereto) contains the entire agreement and understanding about the subject matter described herein and in the Recitals. The Agreement also supersedes and replaces all prior negotiations and agreements, whether written or oral, regarding the subject matter described herein and in the Recitals. The Parties acknowledge that no other Party hereto nor any of their legal counsel has made any promise, representation or warranty, express or implied, not contained in this Settlement Agreement (or the exhibits hereto), and further acknowledge that no party has executed this Agreement in reliance upon any promise, representation or warranty not set forth herein.

13. Time of the Essence. Time is of the essence with regard to the performance of each provision of this Agreement.

14. Time Periods Falling on Non-Business Day. In the event that any time period set forth in this Agreement would otherwise expire on a day that is not a business day or in the event this agreement calls for payment or performance on any day that is not a business day, such time period and the time for any such payment or performance shall be automatically extended to the next day that is a business day.

15. Amendments. This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the Parties hereto.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. It shall be necessary to account for only one fully executed counterpart in proving this Agreement.

17. Forbearance and Waiver. Any forbearance at any time by either Parties hereto to exercise their rights or to pursue remedies with respect to a breach or default of this Agreement shall not be deemed to be a waiver with respect to any other breach or default. Any waiver of the provisions of this Agreement by the Party entitled to the benefits thereof as to any instance must be in writing and shall in no event be deemed a waiver of the same provision with respect to any other instance or a waiver of any other provision of this Agreement.

18. Enforcement of Agreement. The Parties agree that this Agreement is binding and enforceable and further shall be admissible in evidence in any action or proceeding to enforce this Agreement, notwithstanding any provisions of the Evidence Code to the contrary. Any party may seek enforcement of this Agreement pursuant to CCP § 664.6 via a motion or other pleading presented to the Court in such action.

19. Governing Law. The parties agree that this Agreement is entered into in California relating to property located in California and, therefore, the law governing this Agreement shall be that of the State of California.

20. Attorneys' Fees. If any additional or further legal proceedings are necessary by any of the parties for enforcement of this Agreement or declaration of any rights under the terms of this Agreement, the prevailing party in that litigation shall be entitled to receive from the other party or parties all costs incurred, including, but not limited to, reasonable attorneys' fees.

21. Recitals. The "Recitals" stated above are hereby incorporated into this Settlement Agreement.

WITNESS the Parties have executed this Agreement effective, on the day and in the year set forth on page one of this Agreement.

Dated: August 14, 2020

DAVID RODRIGUEZ

By: 
David Rodriguez

Dated: August __, 2020

SARAH KOLB

By: _____
Sarah Kolb

Signatures Continued on Following Page

17. Forbearance and Waiver. Any forbearance at any time by either Parties hereto to exercise their rights or to pursue remedies with respect to a breach or default of this Agreement shall not be deemed to be a waiver with respect to any other breach or default. Any waiver of the provisions of this Agreement by the Party entitled to the benefits thereof as to any instance must be in writing and shall in no event be deemed a waiver of the same provision with respect to any other instance or a waiver of any other provision of this Agreement.

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WITNESS the Parties have executed this Agreement effective, on the day and in the year set forth on page one of this Agreement.

Dated: August __, 2020

DAVID RODRIGUEZ

By: _____
David Rodriguez

Dated: August 17, 2020

SARAH KOLB

By:  _____
Sarah Kolb

Signatures Continued on Following Page

Dated: August 14, 2020

TIMOTHY TAIRA

By: Timothy Taira
Timothy Taira

Dated: August 14, 2020

SAN JOAQUIN RIVER ACCESS CORPORATION

By: Barry Bauer
Barry Bauer, President

Dated: August __, 2020

SAN JOAQUIN RIVER CONSERVANCY

By: _____
John Shelton, Executive Director

Dated: August __, 2020

SANTOS GARCIA

By: _____
Santos Garcia

Dated: August __, 2020

JULIE VANCE

By: _____
Julie Vance

Signatures Continued on Following Page

Dated: August __, 2020

TIMOTHY TAIRA

By: _____
Timothy Taira

Dated: August __, 2020

SAN JOAQUIN RIVER ACCESS CORPORATION

By: _____
Barry Bauer, President

Dated: August ¹² __, 2020

SAN JOAQUIN RIVER CONSERVANCY

DocuSigned by:
By: John M. Shelton
BD85257A1B334F2
John Shelton, Executive Director

Dated: August ¹⁴ __, 2020

SANTOS GARCIA

DocuSigned by:
By: Santos Garcia
9E11ED6629A246E
Santos Garcia

Dated: August ¹² __, 2020


JULIE VANCE

DocuSigned by:
By: Julie Vance
FA83F09FE08045A...
Julie Vance

Signatures Continued on Following Page

Dated: August ¹³____, 2020

JOHN DONNELLY

By: 
DocuSigned by:
FFB2B729029842B
John Donnelly

Dated: August ¹³____, 2020

JENNIFER LUCCHESI

By: 
DocuSigned by:
A8DE3BBAE92D437
Jennifer Lucchesi

Settlement Agreement and Mutual Release
Exhibit “A”

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

State of California
Wildlife Conservation Board
Attn: Daniel Vasquez
P.O. Box 944209
Sacramento, CA 94244-2090

APN No. 402-030-71S, Fresno County
Free recording per Gov't. Code Section 6103

GRANT OF PUBLIC ACCESS EASEMENT

This GRANT OF PUBLIC ACCESS EASEMENT (the "Easement") is made this _____ day of _____, 20__, by and between the San Joaquin River Access Corporation, a California mutual benefit corporation ("Grantor") and the State of California, acting by and through the Wildlife Conservation Board on behalf of the California Department of Fish and Wildlife ("State").

RECITALS

A. Grantor is the sole owner in fee simple of the property (the "Property") located in the County of Fresno in the State of California identified below and more fully described in **Exhibit A** and depicted in **Exhibit B**, both attached hereto and incorporated herein by this reference. The Property is also referenced as Assessor's Parcel Numbers ("APN") 402-030-71S.

B. Grantor seeks to grant to State this Easement over the entirety of the Property.

C. Grantor desires to grant to State, and State desires to accept, a public access easement on, over, and across the entirety of the Property for public recreational purposes and the right to install and maintain public access improvements, all as more specifically described below.

D. Grantor and State acknowledge that the Property was formerly used as a Class III landfill and that Grantor and others have certain obligations under a "Post-Closure Land Use Plan," required by the Fresno County Department of Public Health, which shall remain in full force and effect. Except as otherwise specified in this Easement, or as required under the Post-Closure Land Use Plan, the Parties' intent is that the State shall not be responsible for the Class III landfill and liabilities and obligations related to it.

E. Grantor and State agree that all uses, activities, structures, and improvements engaged in or constructed pursuant to this Easement shall be consistent with the San Joaquin River Conservancy's San Joaquin River Parkway Master Plan Update and Final Environmental Impact Report (2018) (the "Parkway Master Plan") and the River West Fresno, Eaton Trail

Extension Project (inclusive of Alternative 5B) and Final Environmental Impact Report (2017) (the “Project”).

F. Grantor and State also acknowledge the existence of the Easement Agreement and Deed recorded December 24, 2018, enclosed as **Exhibit C**, which benefits property currently owned by SOB Enterprises, LLC (the “SOB Easement”).

G. Grantor and State acknowledge that after State’s acquisition of this Easement, the California Department of Fish and Wildlife intends to transfer jurisdiction of the Easement to the San Joaquin River Conservancy (“Conservancy”) pursuant to Government Code section 14673. Any references to State herein shall be deemed to include the San Joaquin River Conservancy. After the transfer of jurisdiction, the California Department of Fish and Wildlife shall have no further responsibilities or liabilities relative to the Property or the terms and conditions of this Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor GRANTS, TRANSFERS, AND CONVEYS to State, and State accepts, a nonexclusive easement and right-of-way in perpetuity over, and across the entirety of the Property for the purposes set forth in Section 1 below and subject to the terms and conditions set forth below.

1. **Purpose of Easement.** The general purpose of this Easement is to grant rights to the State, and its representatives, invitees, agents, contractors, grantees, local government agency partners, successors and assigns (collectively, including State, the “State Parties”) to allow it to construct, operate, and maintain a public access roadway, a public parking lot and associated facilities, conduct habitat restoration, and allow public access to any and all parts of the Property in a manner consistent with the Parkway Master Plan and the Project that provides visitors an opportunity to experience the San Joaquin River Parkway (“Parkway”).

The specific purpose of this Easement is to permit access to, as well as development and use of any and all parts of the Property by State Parties consistent with the Project, the Parkway Master Plan, and the SOB Easement and, once developed, permit access to members of the general public for the following activities: (i) public vehicle access and a public parking lot with associated improvements; (ii) pedestrian, equestrian, and/or bicycle use on trails to be developed on and adjacent to the Property; (iii) nature observation, enjoyment, and study; (iv) other compatible low-intensity conservation, recreational, scientific and/or educational purposes that do not conflict with protection of the natural resources of the Property; (v) construction, maintenance and repair of any improvements pursuant to the provisions of Section 3 below; (vi) access for security, enforcement, response, and/or emergency purposes; and (v) for development, operation, management and use of the Project.

2. **Rights of State.** This Easement grants the following rights to the State Parties to exercise within the Property in State’s sole discretion, and subject to the terms and conditions

set forth herein:

(a) To access any and all parts of the Property and, once developed for Parkway purposes, to permit members of the general public to access any and all parts of the Property for the purposes recited in Section 1 above.

(b) To develop and use a nonexclusive, continuous, public right-of-way to access any and all parts of the Property consistent with the Project, and as generally depicted in the Site Plan enclosed with Exhibit C.

(c) To construct, repair, restore and maintain the Project improvements, including but not limited to the following (collectively, the “Improvements”):

(i) To survey, design, construct, use, repair, manage, maintain a public parking lot and associated infrastructure for the Project for the public’s use and enjoyment of any and all parts of the Property, the Parkway, and the Project. This right includes, but is not limited to, the right to install, maintain, repair, and replace the access road generally depicted in the Site Plan enclosed with Exhibit C, stormwater drainage, security lighting, bike racks, drinking water, landscaping, an entrance gate, entrance kiosk, picnic tables, fee collection, hiking and multi-use trails, and other structures and improvements, in accordance with all laws and regulations and the terms of the SOB Easement.

(ii) To construct fences, gates, and barriers to control access to the Property, provided that such facilities do not interfere with Grantor’s use of the Property or the SOB Easement.

(iii) To erect signs to mark the boundaries of the Property, signs for interpretive purposes, and to provide information related to the Parkway, the Project, and appurtenant facilities.

(d) To host organized public tours of the Parkway, the Project, and other improvements within the Property.

3. Design, Construction, and Maintenance.

(a) Construction and Maintenance Activities. The State Parties may construct, install, maintain, and repair the Project and Improvements on the Property. State may construct and maintain the Project and Improvements in a safe and adequate condition for the uses permitted hereunder and so as to minimize public safety risks and to minimize erosion and sedimentation and ensure proper drainage, and any such construction or maintenance shall be subject to all Applicable Laws (as that term is defined below). State may construct the Project and Improvements following low-impact development practices which are defined in general as development that minimizes impacts to natural hydrology, and aims for ecological sustainability while still providing for public access. State may remove, cut or otherwise disturb soil, rock, and vegetative resources necessary to accommodate construction, maintenance, and operation of the Project and Improvements and/or otherwise to maintain and restore the Property. The State

shall have the right to use motorized vehicles and equipment within the Property as necessary for purposes of constructing, improving, repairing, and maintaining the Project and Improvements. State will take all reasonable actions to minimize the disruption to Grantor during construction and maintenance of the Project and Improvements by controlling noise, dust, debris, and fire hazard in accordance with generally-accepted construction practices.

(b) **Pre-Construction and Construction Schedule.** Prior to commencing any construction or rehabilitation of the Project or Improvements, State Parties must (i) provide Grantor notice when the construction project is put out to bid; (ii) provide Grantor with at least thirty (30) days' notice of the beginning of construction; and (iii) obtain any permit and approval required for the construction activities. Grantor shall cooperate with the State Parties in their efforts to obtain any necessary permits for the Project or Improvements.

(c) **Compliance with Law.** State Parties, at their expense, shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and permits (collectively, "Applicable Laws") relating to (i) the development and use of the Property for the Project and Improvements; (ii) the use, condition, or configuration of the Project and Improvements; or (iii) any changes, modifications, or configuration of other areas of the Property mandated directly because of State's use of the Property for the Project and Improvements.

(d) **Compliance with SOB Easement.** State Parties, at their expense, shall comply with the terms of the SOB Easement in connection with the development and construction of the Project or the Improvements.

(e) **Costs, Liens and Encumbrances.** State shall keep the Property free and clear of any and all liens associated with its construction, installation, repair, and maintenance. State Parties shall pay all costs and expenses associated with: (i) application for and receipt of any necessary local, state or federal permits or approvals required with respect to the construction, installation, repair, and maintenance of the Project and Improvements; and (ii) compliance with all Applicable Laws.

4. **Vegetation Management and Restoration.** State may, at its discretion, clear brush and invasive species from the Property as required to maintain the Project and Improvements and, at its discretion, remove dead, dying or diseased vegetation within the Property that poses a safety risk to visitors to the Property. State shall also have the right to conduct habitat restoration activities on the Property including, but not limited to, landscaping with native plants.

5. **Public Use Restrictions.**

(a) **Public Use Restrictions.** Upon State Parties' development of the Property for Parkway purposes and opening the Project for public use, use of the Property by the general public shall be solely for the uses specified in Sections 1 and 2 of this Easement (collectively, the "Permitted Public Uses") and Recreational Purposes, as defined in California Civil Code Section 846, and as any such uses may be further limited by this Easement and the SOB

Easement.

(b) **Additional Restrictions by State.** State may impose additional reasonable limitations upon the time, place, and manner of use and may impose limits, restrictions, or prohibitions on public use of the Property, as necessary or appropriate for public health and safety, for maintenance or repair purposes, and/or to preserve the natural resources, during times of flood risk, landslide risk, high fire danger, or other reasons.

(c) **Law Enforcement.** Once the Project has been developed and opened for public use, State Parties will coordinate with enforcement agencies to address illicit activities, including those who are engaged in activities other than the Permitted Public Uses.

6. Grantor Use Restrictions.

(a) Grantor will not interfere with the development, operations, use, or maintenance of the Project and Improvements.

(b) Grantor will repair any damage to the Project, Improvements, or Property caused by Grantor.

(c) Grantor may not grant any right-of-way or easement for ingress/egress, driveway, road, utility line, or any other easement into, on, over, under, or across the Property that would materially impair the use of the Property for the purposes of this Easement as set forth herein.

(d) Grantor shall not construct any structure, building, or improvement on the Property and shall not prevent by physical obstruction, notice or otherwise, any public use that is permitted under this Easement.

7. Remedies.

(a) **State's Remedies.** If State determines that this Easement has been or is about to be violated, then State may, in addition to all other remedies available at law or in equity and at its sole discretion, (i) seek injunctive relief to specifically enforce the terms of this Easement; to restrain present or future violations of this Easement; and/or to compel restoration of resources or features destroyed or altered as a result of the violation; and/or (ii) enter the portions of the Property to the extent necessary to remove any barrier to the access provided under this Easement and take such other actions as are reasonably necessary to protect and preserve the rights of State and the public under this Easement.

(b) **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle the State to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, and earth movement, or an unauthorized tortious or criminal act of a third party, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

(c) Grantor's Remedies. If Grantor determines that this Easement has been or is about to be violated, then Grantor may, in addition to all other remedies available at law or in equity and at its sole discretion, (i) seek injunctive relief to specifically enforce the terms of this Easement; to restrain present or future violations of this Easement; and/or to compel restoration of resources or features destroyed or altered as a result of the violation; and/or (ii) take such other actions as are reasonably necessary to protect and preserve the rights of Grantor under this Easement.

8. Release of Grantor; Property Condition; Warranty.

(a) No Duty or Expense by Grantor. Grantor is not responsible for any cost or other obligation for the construction or maintenance of the Project and Improvements on the Property, except for (i) repairs to any Improvements resulting from the actions of Grantor or any of its members, directors, officers, employees, agents, successors or invitees exercising a reserved right as provided herein; (ii) repair of any damage and restoration of any adverse conditions within the Property to the extent caused by Grantor's or any of its members, directors, officers, employees, agents, successors or invitees' negligence or willful misconduct; and (iii) cost and duties associated with Grantor's ongoing obligations under subsection 8 (c) below.

(b) Non-Liability of Grantor. Except for Grantor's ongoing obligations under subsection 8 (c) below, and except as otherwise required by Applicable Law, Grantor makes no representation as to the physical condition or safety of the Property, and after development of the Project and Improvements, Grantor shall have no responsibility or liability to the State Parties or any third party for: (i) any injury, loss, or damage arising out of or in connection with the use and access of the Property pursuant to this Easement, except to the extent that such injury, loss, or damage is caused by Grantor's willful misconduct or negligence; (ii) operation, repair, or maintenance of the Project and Improvements; (iii) for defects in the location, design, installation, maintenance or repair of any Project and Improvements; (iv) for any unsafe conditions on the Property or for the failure to inspect for or warn against possibly unsafe conditions on the Property or to close the Property to access when unsafe conditions may be present, except for any unsafe conditions associated with or arising from the past use of the Property as a Class III landfill and any obligations under subsection 8(c) below.

(c) Grantor's Environmental Obligations. Grantor shall not seek contribution or indemnification from the State Parties for any implementation, monitoring, and maintenance activities required under the Post-Closure Land Use Plan approved for the Property or any other plans or actions required by regulatory agencies with regard to the Property's past use as a Class III landfill or otherwise seek to compel the State Parties to perform any such activities, except as required in connection with the construction or maintenance activities on the Property by the State Parties or their agents, employees, or contractors. Grantor shall not look to the State Parties or their agents, employees, or contractors, and shall not seek contribution or indemnification therefrom, for any future activities or remediation arising from this implementation, monitoring, and maintenance, or as required in the future under any Applicable Laws arising from or associated with the past use of the Property as a Class III landfill or

changing conditions associated with this past use. Grantor acknowledges that as the landowner it and its predecessors in interest are responsible for any remediation, monitoring, or other activities required by any Applicable Laws arising from or associated with the past use of the Property as a Class III landfill or changing conditions associated with this past use. Nothing in this Easement is intended to prohibit Grantor or any other person from seeking grant funding from the state for any purpose, including remediation.

(d) **Warranty.** To the best of Grantor's actual knowledge, Grantor warrants that other than as specified in this Easement, and the SOB Easement, no one has the legally enforceable right (for example, under a lease, easement, or right-of-way agreement in existence as of the date of this Easement) to use the Property for purposes that are inconsistent with the purposes of this Easement as set forth herein or to prevent State from exercising any one or more of its rights under this Easement.

9. Indemnity.

(a) Except as otherwise provided in subsection (b) of this Paragraph 9, and consistent with Government Code 14662.5, during and after development of the Project and Improvements, State agrees to indemnify and hold harmless the Grantor and agrees to repair or pay for any damage proximately caused by reason of the uses authorized by this Easement. It is specifically intended that Grantor, as fee owner of the Property shall receive the benefit of California Civil Code section 846 (i.e., exemption from liability for the condition of Grantor's property), and by reason of this Easement no member of the public shall be considered to have been "expressly invited" to enter upon the Property.

(b) Notwithstanding the above, Grantor agrees to indemnify, defend, and hold harmless the State Parties, for any claim, judgment, damage, penalty, fine, cost, liability (including sums paid in settlement of claims) or loss, including but not limited to reasonable attorneys' fees, consultant fees and expert fees, arising from, relating to, or associated with: (i) personal injury or death or property damage occurring prior to when the State Parties provide 10-days notice to the Grantor, pursuant to Section 13, of their intent to begin to exercise their rights of access under this Easement, except to the extent caused by the negligence or willful misconduct of State Parties or any of their officials, contractors, directors, employees, agents, successors or invitees' negligence or willful misconduct; (ii) activities or uses engaged in by Grantor, and its contractors, agents, employees, tenants and express invitees or anyone else entering the Property by, through or under the express or implied invitation of any of the foregoing (excluding State Parties and the general public, for purposes of this Section 9, "Grantor Parties"); (iii) personal injury, risks, or any other liabilities associated with or arising from the past use of the Property as a Class III landfill or Grantor's failure to carry out any duties as required by Grantor's obligations specified in 8 (c) above; (iv) the presence of or any release of hazardous materials from the Class III landfill or by Grantor Parties, or any violation of federal, state, or local environmental laws by Grantor Parties, other than any release or violation directly caused by any of the State Parties or the general public; or (v) any structure, facility and improvement within the Property (other than Improvements installed by State Parties).

(c) Nothing contained herein shall be deemed a waiver or otherwise limit Grantor's right to seek contribution, indemnification, or other relief against any person or entity other than the State Parties.

(d) Nothing contained herein shall be deemed to be a waiver of any immunity under law.

10. **Extinguishment.** It is the intention of the parties that the purposes of this Easement shall be carried out forever as provided in Section 815.2(b) of the Civil Code. Except with respect to the SOB Easement, liberal construction is expressly required for purposes of effectuating this Easement in perpetuity, notwithstanding conditions or hardship of any kind that could be asserted as a basis for termination of this Easement at law or in equity. Accordingly, Grantor hereby affirmatively waives any and all rights Grantor may have now or may receive in the future to request a non-judicial termination of this Easement. If circumstances arise in the future that render all of the purposes of this Easement impossible to accomplish, this Easement may be terminated or extinguished, in whole or in part, on the initiative of Grantor or State, but only by judicial proceedings in a court of competent jurisdiction.

In the event of any such termination or extinguishment, State shall be entitled to compensation for the value of the terminated or extinguished Easement, the amount of which shall be determined, unless otherwise provided by Applicable Laws at the time, in accordance with Section 11, (Valuation), below. Any such compensation shall be payable with interest at the legal rate until paid in full as a first-priority claim and lien on the proceeds otherwise payable to Grantor from any sales, exchanges, or involuntary conversions of all or any portion of the Property subsequent to such judicially-ordered termination or extinguishment.

Other than pursuant to eminent domain or in lieu of eminent domain, no other voluntary or involuntary sale, exchange, conversion, transfer, assignment, lease, mortgage or other encumbrance, alienation or conveyance of any kind of all or part of the Property, or of any interest in it, shall limit or terminate or extinguish the provisions of this Easement.

11. **Valuation.** The fair market value of the Easement is determined by subtracting the fair market value of the entirety of the Property as subject to the Easement from the fair market value of the entirety of the Property without the Easement. The Parties further stipulate that the value of the Easement includes the Improvements and continuity of the Project and access to all natural and man-made amenities associated with the Project.

12. **Condemnation.**

(a) Should all or part of the Property be taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the covenants, terms, conditions or restrictions imposed by this Easement, Grantor and State shall, jointly or separately, take appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking as well as all other payments to which the parties may be entitled by law. If Grantor receives notice, formal or informal, that any public,

corporate, or other authority intends to exercise its power of eminent domain as to the Property or any portion thereof or any interest therein, Grantor shall promptly, and in any event in not less than fifteen (15) days after receipt of such notice, give written notice to State of such receipt together with a copy of any and all communications (including, without limitation, electronic transmissions) related to such prospective eminent domain proceedings. Grantor shall thereafter promptly provide to State copies of all further communications related to such proceedings and cooperate with State in responding to such proceedings.

(b) **Condemnation Process.** Purchase in lieu of condemnation, or settlement of an eminent domain proceeding, may occur pursuant to Applicable Laws, including but not limited to California Government Code Sections 7267.1 and 7267.2, subject to prior written approval of State. State shall have an opportunity to accompany the appraiser for the condemning agency when the appraiser goes on the Property with Grantor.

(c) **Balance of Property Remains Subject to Easement.** Should any portion of the Property be condemned or otherwise terminated or extinguished, the balance of the Property shall remain subject to this Easement.

13. **Notices.** Any notice, demand, request, consent, approval or communication (each, a "Notice") that either party desires or is required to give to the other shall be in writing and delivered personally, sent by facsimile or electronic mail ("email"), or sent by reputable overnight courier service or first class U.S. mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor: San Joaquin River Access Corporation
7797 North First Street, No. 47
Fresno, CA 93720

With a Copy to:

John P. Kinsey
Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, CA 93720

If to State: San Joaquin River Conservancy
5469 East Olive Avenue
Fresno, CA 93727
Attn: Executive Director

or to such other address as either party from time to time shall designate by written notice to the other. Each Notice shall be deemed to have been duly given if properly addressed (a) upon receipt if delivered personally, by reputable overnight courier, or by U.S. mail, return receipt requested, or (b) upon receipt if delivered by email or facsimile as long as (i) a duplicate copy of the notice is promptly given by certified mail or by overnight courier or (ii) the receiving party delivers a written confirmation of receipt. Any correctly addressed notice that is refused or

undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused or considered undeliverable by the postal authorities or delivery service.

14. **Compliance with Governmental Regulations.** All activities and uses on the Property by the State Parties shall be undertaken in a manner consistent with all Applicable Laws.

15. **Assignment; Successors and Assigns; Transfer by Grantor; Transfer to Conservancy.**

(a) Except as provided in this Section 15, State shall not have the right to assign this Easement without first obtaining Grantor's prior consent. This Easement is a servitude running with the Property binding upon the undersigned Grantor, and, upon recordation in the Public Records (as defined below), all subsequent owners of the Property or any portion of it are also bound by its terms, whether or not such owners had actual notice of this Easement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Easement. This Easement binds and benefits Grantor and State and their respective heirs, executors, administrators, personal representatives, transferees, successors and assigns (collectively, "Successors"), and Grantor hereby binds itself and its Successors to warrant and forever defend this Easement against any Person (as defined below) claiming right, title, or interest in the Easement or Property or any part thereof. Notwithstanding the foregoing, the rights and obligations of any particular owner of the Property shall terminate upon transfer of such owner's interest in the Property, except that such owner's liability for its acts or omissions occurring prior to transfer shall survive transfer.

(b) Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest, including but not limited to, a fee title or leasehold interest in the Property. Grantor further agrees to incorporate a requirement in any deed or legal instrument that any subsequent transferee of the Property shall be required to provide to Grantee a written acknowledgement of the terms and conditions of this Easement, the rights of State herein, and the continuing validity of the Easement.

(c) Notwithstanding the foregoing, and as described in Recital F, the California Department of Fish and Wildlife may transfer jurisdiction of the State's interest to Conservancy pursuant to Government Code section 14673. This transfer of jurisdiction does not effect a change in ownership of the Easement, but rather which state agency holds jurisdiction over the real property interest in this Easement.

16. **Governing Law.** The laws of the State of California govern this Easement. The Easement shall be construed and interpreted in accordance with the laws of said State. Paragraph headings and captions contained herein are for convenience of reference only and are not to be used in the interpretation of this Easement.

17. **Definitions; Interpretations.** The following terms, whenever used in this Easement, are to be interpreted as follows: (i) "Grantor" means the undersigned Grantor and all

Persons after them who hold any interest in the Property; (ii) "Person" means an individual, organization, trust, or other entity, public or private, including the plural as well as the singular; (iii) "Public Records" means the public records of the office for the recording of deeds in and for Fresno County; (iv) "Including," "includes," and "include" shall be deemed to be followed by the phrase "without limitation"; (v) "may" is permissive and implies no obligation; "must" or "shall" is obligatory; and (vi) "Easement" means this Easement, and the exhibits and any addenda attached hereto, as the same may from time to time be supplemented, amended or modified in accordance with the provisions herein. The language in all parts of this Easement shall be construed according to its normal and usual meaning and not strictly for or against either Grantor or the State.

18. **Amendments.** No amendment or waiver of any provision of this Easement or consent to any departure by Grantor from the terms of this Easement shall be effective unless the amendment, waiver or consent is in writing and signed by Grantor and State. A waiver or consent is effective only in the specific instance and for the specific purpose given, and any amendment must be recorded in the Public Records of Fresno County.

19. **Severability.** If any provision of this Easement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Easement remain valid, binding, and enforceable.

20. **Counterparts.** This Easement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

21. **Entire Agreement.** This Easement represents the entire agreement of the parties pertaining to the matters contained herein, and the terms of this Easement supersede in full all statements and writings between Grantor and State pertaining to the agreement set forth in this Easement.

22. **Headings.** The headings in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

23. **Public Enters at Own Risk.** Use of any portion of the Easement by members of the general public shall be at their own risk. Except as otherwise required by law, neither State nor Grantor by entering into this Easement assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Project, structures, Improvements or the Project itself; for any unsafe conditions within the Property or for the failure to inspect for or warn against possibly unsafe conditions or to close the Project to public access when unsafe conditions may be present.

24. **No Forfeiture.** Nothing contained in this Easement shall result in a forfeiture or reversion of Grantor's title in any respect.

25. **Back-Up Easement Holder.** Subject to Section 8(c), following construction of the Project and the Improvements, non-use by State of the Property or any of the rights

conferred to State under this Easement shall not be construed as a waiver or abandonment of State's right, title, and interest in this Easement, the Property, or any of State's rights under this Easement.

26. **No Public Dedication.** Except as specifically set forth in this Easement as a Permitted Public Use in the Property, nothing contained in this Easement shall be construed or deemed to be an express or implied dedication or gift of all or any portion of the Property for use or access by the general public nor shall this Easement or any of the rights granted hereunder be construed as an acknowledgement of any claim of prescriptive or other similar rights in or over the Property.

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, Grantor and State, by their respective duly authorized representatives, have signed and delivered this Easement as of the date first above written.

GRANTOR: SAN JOAQUIN RIVER ACCESS CORPORATION

By: _____

Type or print name

Title

Acknowledgement by:

STATE OF CALIFORNIA,
SAN JOAQUIN RIVER CONSERVANCY

By: _____

Type or print name

Title

Exhibits

Exhibit A	Legal Description of the Property
Exhibit B	Map of Real Property
Exhibit C	SOB Easement

DRAFT

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 _____

State of _____

On _____ before me, _____, Notary Public,
(here insert name and title of the officer)

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)

Exhibit A – Legal Description of Property

DRAFT

Exhibit B – Map of the Real Property

DRAFT

Exhibit C – SOB Easement

DRAFT

Settlement Agreement and Mutual Release
Exhibit “B”

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): John P. Kinsey, #215916 WANGER JONES HELSLEY PC 265 E. River Park Circle, Suite #310 Fresno, California 93720 TELEPHONE NO.: 559-233-4800 FAX NO. (Optional): 559-233-9330 E-MAIL ADDRESS (Optional): jkinsey@wjhattorneys.com ATTORNEY FOR (Name): Petitioners and Plaintiffs	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO STREET ADDRESS: 1130 O Street MAILING ADDRESS: CITY AND ZIP CODE: Fresno, California 93724-0002 BRANCH NAME: B.F. Sisk Courthouse	
PLAINTIFF/PETITIONER: DAVID RODRIGUEZ, et al. DEFENDANT/RESPONDENT: SAN JOAQUIN RIVER CONSERVANCY, et al.	
REQUEST FOR DISMISSAL	CASE NUMBER: 19CECG01138
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.	
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)	

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) ☒ With prejudice (2) ☐ Without prejudice
- b. (1) ☒ Complaint (2) ☐ Petition
- (3) ☐ Cross-complaint filed by (name):
- (4) ☐ Cross-complaint filed by (name):
- (5) ☒ Entire action of all parties and all causes of action
- (6) ☐ Other (specify):*

on (date):

on (date):

2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: August , 2020

John P. Kinsey

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

(SIGNATURE)

Attorney or party without attorney for:

- ☒ Plaintiff/Petitioner ☐ Defendant/Respondent
- ☐ Cross-Complainant

TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(SIGNATURE)

Attorney or party without attorney for:

- ☐ Plaintiff/Petitioner ☐ Defendant/Respondent
- ☐ Cross-Complainant

(To be completed by clerk)

4. ☐ Dismissal entered as requested on (date):

5. ☐ Dismissal entered on (date): as to only (name):

6. ☐ Dismissal **not entered** as requested for the following reasons (specify):

7. a. ☐ Attorney or party without attorney notified on (date):
- b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
- ☐ a copy to be conformed ☐ means to return conformed copy

Date: Clerk, by _____, Deputy

PLAINTIFF/PETITIONER: DAVID RODRIGUEZ, et al.
 DEFENDANT/RESPONDENT: SAN JOAQUIN RIVER CONSERVANCY, et al.

CASE NUMBER:
 19CECG01138

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*:
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action.
 - c. ☐ recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one)*: ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____



 (TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

 (SIGNATURE)

Settlement Agreement and Mutual Release
Exhibit “C”

2018-0152850

FRESNO County Recorder
Paul Dictos, CPA

Monday, Dec 24, 2018 01:39:50 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

SOB ENTERPRISES, LLC
7545 N. Del Mar Avenue, Suite 206
Fresno, CA 93711

SPACE ABOVE THE LINE FOR RECORDER'S USE ONLY

EASEMENT AGREEMENT & DEED

THIS EASEMENT AGREEMENT & DEED (the "Agreement") is made effective as of 12/20, 2018, by and between (i) SAN JOAQUIN RIVER ACCESS CORPORATION, a California mutual benefit corporation ("**Grantor**"), and (ii) SOB ENTERPRISES, LLC, a California limited liability company ("**Grantee**"). Grantor and Grantee are sometimes collectively referred to herein as the "**Parties**" and singularly by their individual names or as "**Party**".

RECITALS:

- A. Grantor is the owner of that certain real property located in Fresno County, California, as more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference (the "**Servient Tenement**").
- B. Grantee is the owner of that certain real property located in Fresno County, California, as more particularly described in Exhibit 2 attached hereto and incorporated herein by this reference (the "**Dominant Tenement**").
- C. The Dominant Tenement is situated adjacent or in close proximity to the Servient Tenement and currently enjoys the views of the river bottom area in essentially its natural state.
- D. Grantor plans to develop a parking lot on the Servient Tenement to provide public access to the recreational opportunities afforded by its proximity to the San Joaquin River.
- E. Grantor received title to the Servient Tenement from Grantee and as part of the consideration for such acquisition, Grantor agreed to convey this Easement to Grantee to protect the Dominant Tenement.

EASEMENT GRANT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, and its successors and assigns, an easement for lateral support and unobstructed light, air, and view of the Servient Tenement and the San Joaquin River.

2. Grantor's Use of Servient Tenement. Grantor shall have the right to either maintain the Servient Tenement in its natural state or develop a parking lot on the Servient Tenement to provide public access to the San Joaquin River; provided, however:

(a) Unless otherwise agreed by Grantee in its reasonable discretion, the improvements on the Servient Tenement shall conform approximately to the conceptual configuration shown in Exhibit 3, except that Grantor may adjust the plan to modify or incorporate additional pedestrian trails and pathways to connect to the Lewis Eaton Trail and to the Palm Avenue and Nees Avenue intersection via the City of Fresno's and State of California's existing public access easements and/or other publicly acquired routes. Grantor shall include landscaping, which may consist of unirrigated native plants once established, and may include trees to the extent allowed under any approved post-closure land use plan. Unless otherwise approved in advance and in writing by the Grantee, no permanent buildings shall be erected on the Servient Tenement other than a ticket or entrance structure and shade structures; except that nothing herein shall be construed as prohibiting the installation of educational kiosks and signage. All improvements on the Servient Tenement shall be constructed in compliance with applicable laws and regulations;

(b) No more than 40 parking stalls shall be constructed on the Servient Tenement;

(c) Motor vehicles, other than Grantors' (and their agents and consultants), emergency response, maintenance, and management vehicles, shall only access the Servient Tenement by means of a paved road from Palm Avenue to be constructed substantially along the alignment depicted in Exhibit 3 attached hereto and incorporated herein by this reference;

(d) The improvements on the Servient Tenement shall be low-profile and shall not interfere with the views of the San Joaquin River and its banks from the Dominant Tenement; except that none of the improvements depicted in Exhibit 3 shall be construed as interfering with any view of the San Joaquin River and its banks from the Dominant Tenement;

(e) Grantor shall not conduct or permit any activity or use on the Servient Tenement that: constitutes a private or public nuisance as those terms are defined under California law or the laws of the City of Fresno, emits any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness in violation of the City of Fresno Noise Regulations set forth in Fresno Municipal Code Section 10-101, *et seq*, as may be amended; emits any obnoxious odor; involves the use

of any noxious, toxic, caustic, hazardous, or corrosive fuel, gas, or other substance; produces dust or dirt in exceedance of standards; involves a risk of fire, explosion, or other dangerous hazard, other than fire prevention activities; involves the burning or incineration of garbage or refuse; or violates any law, ordinance, or regulation of any governmental entity with jurisdiction thereover;

(f) If lights are installed on the Servient Tenement, they shall only be operated during the hours of operation set forth in Paragraph 2(g) below, other than security lighting installed with appropriate shields to prevent glare and ensure that light is not directed to the river, the top of the bluff (including the Dominant Tenement), or surrounding area;

(g) Public vehicular access via the paved road from Palm Avenue shall be provided only during the operational hours of the Lewis Eaton Trail and consistent with Fresno Municipal Code section 10-1501, *et seq.*, as may be amended; and

(h) If allowed by the City of Fresno, public vehicular access shall be controlled by means of a fence and gate to be constructed at the top of the bluff at Palm Avenue, and if not, as close to the top of the bluff as will be allowed by the applicable governmental agencies. Said gate shall remain locked to prevent entry onto the Servient Tenement at all times other than the period set forth in Paragraph 2(g) above; however, Grantor and the City may install a mechanism for the gate that allows for automatic egress from the Servient Tenement outside the period set forth in Paragraph 2(g).

3. Development of Dominant Tenement. Grantor agrees that Grantee may develop the Dominant Tenement to any use that Grantee, its successors and assigns, may desire and Grantor agrees that it shall not oppose any proposed development or the construction of any improvements on the Dominant Tenement. At Grantee's request, Grantor shall provide letters publicly supporting any such development or improvement. This Paragraph shall not apply to any public agency that acquires the Servient Tenement.

4. Term. This Easement is appurtenant to both estates, and shall run with the land in accordance with California Civil Code Sections 1460 through 1471, inclusive.

5. Miscellaneous.

(a) Construction of Terms. As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole, the term "includes" or "including" shall mean "including, without limitation," and references to a "Paragraph", "subparagraph", "clause", "Exhibit", "Appendix" or "Schedule" shall mean a Paragraph, subparagraph, clause, Exhibit, Appendix or Schedule of this Agreement, as the case may be, unless in any such case the context requires otherwise.

All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a law, regulation or ordinance includes any amendment or modification thereof. A reference to a person includes its successors and assigns. The singular shall include the plural and the masculine shall include the feminine, and vice versa.

(b) Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the parties unless such change, amendment or modification shall be in writing, duly executed by both Parties and recorded in the same manner as the original Agreement.

(c) Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

(d) Notice and Opportunity to Cure. If Grantor fails to perform any of its obligations as provided herein and such failure continues for 90 days after written notice to Grantor, or if such failure cannot be reasonably cured within such 90 day period and Grantor fails to begin to cure within such 90 day period (which may include efforts to obtain bids from third parties to perform needed work) and with reasonable diligence and in good faith pursue a cure until completion, then Grantee shall have the right to pursue all available equitable and legal remedies to compel compliance, including but not limited to injunctive relief and specific performance. In addition, the Grantee shall have the right, but shall not be obligated, to take such action as shall be reasonably necessary to cure the default or enforce the covenants herein, at Grantor's sole cost and expense.

(e) Severability. The invalidity of one or more phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

(f) No Waiver. Any failure of either party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any and each such provision. Any consent or approval given pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the party giving such consent or approval or otherwise reduce the obligations of the party receiving such consent or approval.

(g) Further Assurances. Each party agrees to execute and deliver all further instruments and documents reasonably acceptable to such party, and take any

further action reasonably acceptable to such party that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

(h) Conflicting Provisions. In the event of any conflict between this document and any Exhibit hereto, the terms and provisions of this document, as amended from time to time, shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date mutually agreed upon by the parties shall control.

(i) Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.

(j) Survival. Notwithstanding any provision of this Agreement to the contrary, expiration or other termination of this Agreement shall not relieve the parties of obligations that by their nature should survive such expiration or termination, including remedies in the case of a termination for an event of default, promises of indemnity, payment obligations, confidentiality, audit rights, and dispute resolution provisions.

(k) Entire Agreement. This Agreement sets forth the full and complete understanding of the parties relating to the subject matter hereof and supersedes any and all negotiations, other agreements and representations made or dated prior thereto with respect to such subject matter.

(l) Time of Essence. Time is of the essence with respect to all matters provided in this Agreement.

(m) Attorneys' Fees. In the event that a party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees. The right of a Party, as the case may be, to all costs and expenses incurred by it in enforcing or establishing its rights hereunder shall include, without limitation, all costs and expenses incurred by the prevailing party, including, without limitation, court costs and reasonable counsel fees, in the enforcement of this Agreement, whether or not legal action was commenced, and including all such costs and expenses incurred in an action or participation in, or in connection with, a case or proceeding under Chapter 7 or 11 of the Bankruptcy Code, or any successor statute thereto.

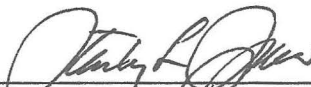
(n) Third Party Beneficiaries. The City of Fresno is deemed a third party beneficiary for purpose of enforcing this Agreement.

(o) Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, this EASEMENT AGREEMENT & DEED has been executed effective as of the first day written above.


GRANTEE

SOB ENTERPRISES, LLC,
a California limited liability company

By: 
Stanley L. Spano, its Manager

GRANTOR

**SAN JOAQUIN RIVER ACCESS
CORPORATION,** a California mutual
benefit corporation

By: 
Barry Bauer, its President

ACKNOWLEDGMENT

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 Fresno

On December 20, 2018 before me, Florentino Alaniz, Notary Public
(insert name and title of the officer)

personally appeared Stanley Louis Spano and Barry Bauer,
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)



EXHIBIT 1

Legal Description of the Servient Tenement

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel A of Lot Line Adjustment No. 2009-16, as Document Number 2018-0150314, of Official Records of Fresno County, and more particularly described as follows:

That portion of Section 29, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat, described as follows:

BEGINNING at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records; thence North 50°52'50" East, along the centerline of the Old Upper San Joaquin Canal, a distance of 112.06 feet; thence North 35°38'48" East, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 268.20 feet; thence North 51°26'28" East, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 289.27 feet; thence North 33°47'56" West, leaving said centerline, a distance of 146.60 feet to the **TRUE POINT OF BEGINNING**; Thence North 81°19'52" West, a distance of 185.16 feet; thence North 71°28'39" West, a distance of 99.45 feet; thence South 72°56'38" West, a distance of 144.67 feet; thence South 65°38'42" West, a distance of 100.40 feet; thence South 55°10'29" West, a distance of 90.61 feet; thence South 51°09'37" West, a distance of 84.99 feet; South 50°56'05" West, a distance of 94.87 feet; thence South 50°20'08" West, a distance of 54.96 feet; thence South 49°55'03" West, a distance of 24.33 feet to a point on the Low Water Line of the San Joaquin River as described in the Quitclaim Deed per Document No. 2004- 0290195 recorded December 29, 2004, Official Records of Fresno County; thence Northerly, along said Low Water Line, the following courses:

North 01°26'15" West, a distance of 12.66 feet; thence North 01°52'59" West, a distance of 60.32 feet; thence North 27°57'31" East, a distance of 54.59 feet; thence North 04°27'18" East, a distance of 81.30 feet; thence North 49°42'37" East, a distance of 70.29 feet; thence North 32°58'52" East, a distance of 70.72 feet; thence North 29°10'30" East, a distance of 82.86 feet; thence North 17°21'37" West, a distance of 93.01 feet; thence North 02°01'57" West, a distance of 111.04 feet; thence North 07°33'53" East, a distance of 99.98 feet; thence North 24°57'07" East, a distance of 90.80 feet; thence North 24°47'20" West, a distance of 159.93 feet; thence North 90°00'00" East, leaving said Low Water line, a distance of 244.57 feet; thence South 53°14'55" East, a distance of 569.64 feet to a point on the Northwesterly line of that certain parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003-0198506 recorded August 25, 2003, Official Records of Fresno County; thence Southerly, along the Northwesterly, Westerly and Southwesterly lines of said parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003- 0198506, the following courses:

South 53°33'03" West, a distance of 7.56 feet; thence South 58°29'09" West, a distance of 46.58 feet; thence South 56°21'27" West, a distance of 53.36 feet; thence South 49°19'10" West, a distance of 52.76 feet to the beginning of a 68.00 foot radius tangent curve, concave to the East; thence Southerly, along said curve, through a central angle of 86°56'31", an arc distance of 103.18

feet; thence tangent to said curve, South 37°37'21" East, a distance of 163.03 feet to the most Southerly corner of said parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003-0198506, said point being the most Westerly corner of that certain parcel of land granted to the City of Fresno per Document No. 2002-0157928 recorded September 12, 2002, Official Records of Fresno County; thence South 33°47'56" East, along the Southwesterly line of said parcel of land granted to the City of Fresno per Document No. 2002-0157928, a distance of 12.00 feet to the TRUE POINT OF BEGINNING.

Containing 8.243 acres, more or less.

PTNS. OF FRESNO COUNTY APNs: 402-030-63s, 64s, and 67s & 405-340-18s

EXHIBIT 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel B of Lot Line Adjustment No. 2009-16, as Document Number 2018-0150314, of Official Records of Fresno County, and more particularly described as follows:

That portion of Section 29, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat, described as follows:

BEGINNING at the most Southerly corner of that certain parcel of land granted to the City of Fresno per Document No. 2002-0157928 recorded September 12, 2002, Official Records of Fresno County, said point being on the Centerline of the Old Upper San Joaquin Canal; thence South $51^{\circ}26'28''$ West, along the Centerline of the Old Upper San Joaquin Canal, a distance of 289.27 feet; thence South $35^{\circ}38'48''$ West, continuing along the Centerline of the Old Upper San Joaquin Canal, a distance of 268.20 feet; thence South $50^{\circ}52'50''$ West, continuing along the Centerline of the Old Upper San Joaquin Canal, a distance of 112.06 feet to the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records, said point being on the South line of the Southeast quarter of said Section 29; thence South $89^{\circ}37'08''$ West, along the South line of the Southeast quarter of said Section 29, a distance of 894.13 feet to a point on the Northwesterly line of that certain parcel of land described in Quitclaim Deed per Document No. 2004-0290195 recorded December 29, 2004, Official Records of Fresno County; thence Northeasterly, along the Northwesterly line of said certain parcel, the following courses:

North $56^{\circ}05'26''$ East, a distance of 149.33 feet; thence North $54^{\circ}54'13''$ East, a distance of 156.04 feet; thence North $51^{\circ}11'58''$ East, a distance of 135.95 feet; thence North $52^{\circ}29'02''$ East, a distance of 138.32 feet; thence North $49^{\circ}56'16''$ East, a distance of 42.00 feet to the most Northerly corner of said certain parcel; thence South $01^{\circ}26'15''$ East, along the East line of said certain parcel, a distance of 12.66 feet; thence North $49^{\circ}55'03''$ East, a distance of 24.33 feet; thence North $50^{\circ}20'08''$ East, a distance of 54.96 feet; thence North $50^{\circ}56'05''$ East, a distance of 94.87 feet; thence North $51^{\circ}09'37''$ East, a distance of 84.99 feet; thence North $55^{\circ}10'29''$ East, a distance of 90.61 feet; thence North $65^{\circ}38'42''$ East, a distance of 100.40 feet; thence North $72^{\circ}56'38''$ East, a distance of 144.67 feet; thence South $71^{\circ}28'39''$ East, a distance of 99.45 feet; thence South $81^{\circ}19'52''$ East, a distance of 185.16 feet to a point on the Southwesterly line of that said certain parcel of land granted to the City of Fresno per Document No. 2002-0157928; thence South $33^{\circ}47'56''$ East, along said Southwesterly line, a distance of 146.60 feet to the **POINT OF BEGINNING**.

Containing 10.409 acres, more or less.

Exhibit 3

Site Plan

SAN JOAQUIN RIVER

3 ACCESSIBLE STALLS

PEDESTRIAN ACCESS

10 TRAILER PARKING

RESTROOMS

NATURAL RUD. ENV. TRAILER AREAS

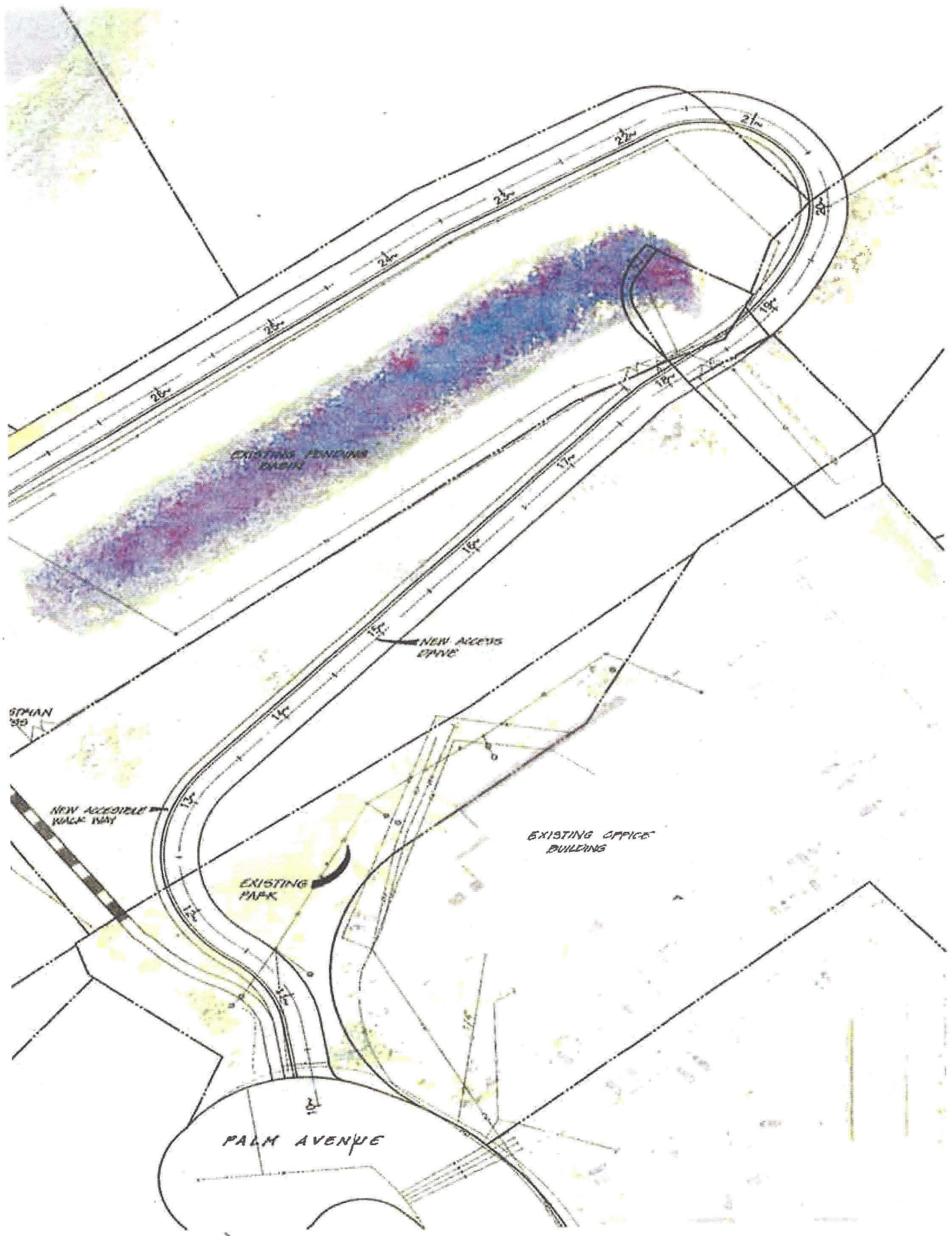
50 STANDARD PARKING STALLS ONE-WAY TRAFFIC

NEW INDIGENOUS PLANTS & TREES

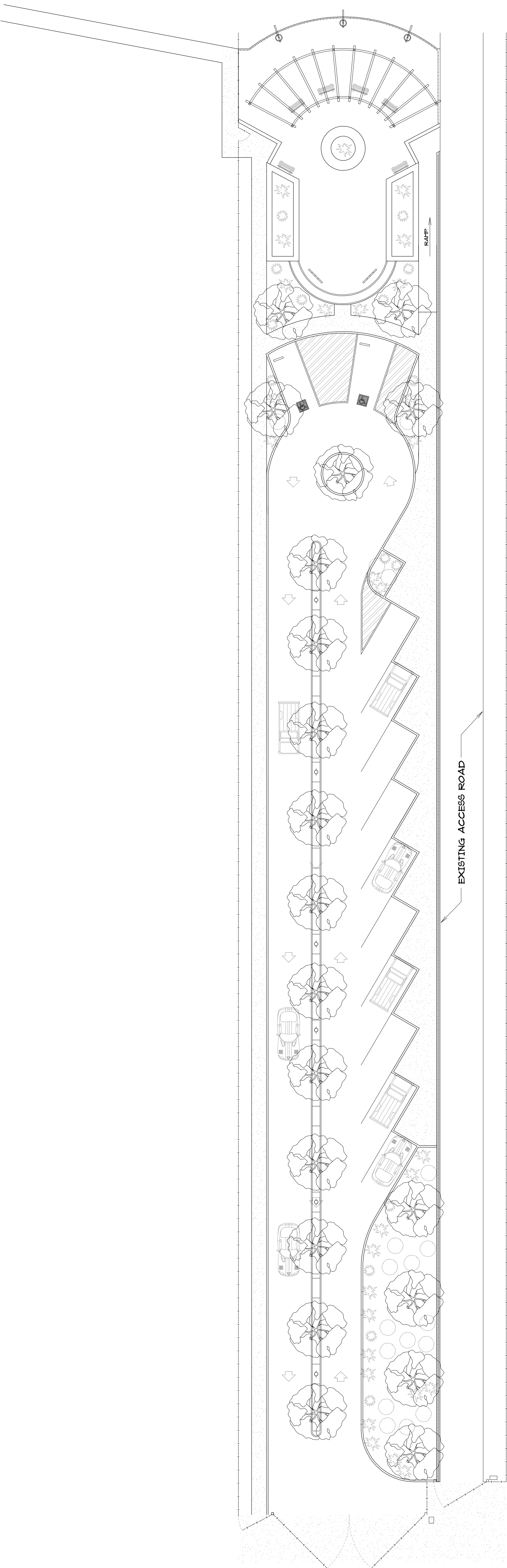
PEDESTRIAN ACCESS

NEW ACCESSIBLE WALKWAY

PAL



Settlement Agreement and Mutual Release
Exhibit “D”



RIVER VIEW POINT

Settlement Agreement and Mutual Release
Exhibit “E”

