

SETTLEMENT AGREEMENT

Respondents County of El Dorado and El Dorado County Board of Supervisors (collectively "County") and Petitioners El Dorado County Taxpayers for Quality Growth, League to Save Sierra Lakes, Environmental Planning and Information Council of Western El Dorado County, Inc., Friends Aware of Wildlife Needs, Safegrow California Native Plant Society, Plasse Homestead Homeowners' Association, Caples Lake Homeowners Association, Kit Carson Lodge, Plasse's Resort, Caples Lake Resort, Sorensen's Resort, Kirkwood Meadows Public Utilities District, Northern Sierra Summer Homeowners' Association, South Silver Lake Homeowners' Association, Alpine County, California Sportfishing Protection Alliance, and Sierra Club (collectively "Petitioners") (County and Petitioners referred to collectively as "the Parties") hereby enter into the following settlement agreement ("Agreement"):

Recitals

This Agreement is entered into by the Parties based upon the following facts, findings and determinations:

- A. The Parties to this Agreement have been engaged in litigation over the County's adoption of a General Plan since 1996 when Petitioners filed its Petition for Writ of Mandate ("Petition") in El Dorado County Taxpayers for Quality Growth et al v. El Dorado County Board of Supervisors et al (Case No. 96 CS 01290). By this agreement, the Parties seek to settle this litigation.
- B. In response to a 1999 Writ of Mandate issued by the superior court, the County adopted a new General Plan and certified an environmental impact report ("EIR") for the General Plan on July 19, 2004, and subsequently filed a Return to the Writ with the superior court.
- C. On August 19, 2004, Petitioners filed a Motion for Review of the County's Return to the Writ ("Motion for Review"), which challenged the County's compliance with the 1999 Writ and raised additional legal claims.
- D. One of the issues raised in the Return to the Writ phase of the litigation concerned the effect of General Plan Policy 7.4.4.4, which relates to the protection of oak woodlands. It is the County's position, consistent with the position the County maintained in the litigation and with which the trial court agreed, that under existing Policy 7.4.4.4, the County may require development projects to undertake mitigation Option B (contribution to conservation fund) in lieu of Option A (canopy retention standards) only after the County has adopted the oak woodland portion of the Integrated Natural Resources Management Plan described in General Plan Policy 7.4.2.8.
- E. On September 8, 2004, following a hearing on Petitioners' Motion for Review, the superior court entered an order denying Petitioners' motion and ruling in favor of the

County on all counts. The superior court discharged the Writ and awarded costs to the County.

F. On September 30, 2005, the County filed a memorandum of costs totaling \$21,132.91. On October 19, 2005, Petitioners filed a Motion to Tax Costs, objecting to the costs bill.

G. Petitioners filed their notice of appeal on November 2, 2005.

NOW, THEREFORE, in consideration of the above findings and the mutual covenants and obligations of the Parties set forth herein, the Parties hereby agree as follows:

Agreements

1. Petitioners agree to dismiss their appeal. Petitioners shall file a notice of dismissal of their appeal within 10 days of the execution of this agreement.
2. The County agrees not to seek any costs from Petitioners. Within 10 days of Petitioners' filing of their dismissal of appeal, the Parties shall file a stipulation with the superior court by which the County shall withdraw its memorandum of costs and petitioners shall withdraw their Motion to Tax Costs.
3. The County agrees to maintain its interpretation of General Plan Policy 7.4.4.4 as described in the above recitals unless and until that policy is amended or repealed.
4. Nothing in this agreement shall in any way limit the County's authority to amend the General Plan or otherwise restrict the County's ability to exercise its police power in accordance with applicable laws.
5. This agreement shall settle all claims by any Party for attorneys fees, costs or other expenses associated with the litigation, and no Party shall seek or be awarded any such fees, costs or expenses.
6. Except for the rights and obligations set forth in this Agreement, each Party, on behalf of itself and its respective officers, directors, agents, insurers and subrogees, predecessors, successors, affiliated and related entities, and assignors and assignees, hereby fully, completely and finally waives, releases and forever discharges each other Party and its respective officers, directors, agents, insurers and subrogees, predecessors, successors, affiliated and related entities, and assignors and assignees, from any and all claims, demands, suits, liabilities, debts and obligations of any kind or nature, known or unknown, that it has had, now has, or may have in the future as to any and all matters of any kind relating to the violations alleged in the Petition and Motion for Review based upon acts, errors, omissions, events, claims, demands or other occurrences that occurred prior to the Effective Date of this Agreement; provided, however, that this release does not release or discharge any claim, debt, or obligation expressly created by this Agreement.

7. With regard to the matters released herein, the Parties expressly waive the benefits of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect 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.

Notwithstanding this provision, this Agreement will constitute a full release in accordance with its terms. With regard to the matters released herein, the County and Petitioners knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this Agreement and that without such waiver this Agreement would not have been entered into by the County and Petitioners. Nothing in this paragraph shall be interpreted to prevent any Party from taking any action to enforce the terms of this Agreement.

8. This Agreement shall not constitute an admission of liability with respect to any allegation of the Petition and/or Motion for Review.

9. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, and representatives of the Parties.

10. The contractual interpretation of this Agreement and all obligations, rights, privileges, and responsibilities under it shall be governed and construed in accordance with the laws of the State of California.

11. Nothing in this Agreement creates, nor will it be construed as creating, any claim in favor of any person not a Party to this Agreement.

12. The undersigned representative(s) for each Party certify that he or she is fully authorized by the Party or Parties whom he or she represents to enter into the terms and conditions of this Agreement and to bind them legally to it.

13. The Parties agree that this Agreement is admissible as evidence in any action to enforce this Agreement.

14. Each Party hereto expressly agrees that the provisions of this Agreement shall be specifically enforceable by any Party. In the event of breach of any term or provision of this Agreement or any duty or obligation hereunder, remedies shall be limited to bringing an action for specific performance.

15. The Parties acknowledge that they have had the benefit of counsel prior to entering into this Agreement and that he, she or it has relied upon the legal advice of his, her or its own counsel. Each Party further represents that the terms and conditions of this

Agreement have been completely explained and that the terms and conditions are voluntarily accepted and agreed to by each Party.

16. This Agreement, and each of the provisions hereof, is the product of negotiations between the Parties and their respective attorneys. Each of the Parties hereto expressly acknowledges and agrees that this Agreement shall not be deemed to have been prepared by or drafted by any particular Party or Parties hereto. The rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

17. This Agreement constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are not representations, agreements, or understandings relating to the settlement other than those expressly contained in this Agreement.

18. This Agreement may be executed in two or more facsimile counterparts or in separate signature pages, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

19. Upon the full execution of this Agreement by all Parties, this Agreement shall become effective ("Effective Date").

20. The undersigned representative(s) for each Party certify that he or she is fully authorized by the Party or Parties whom he or she represents to enter into the terms and conditions of this Settlement Agreement and to bind them legally to it.

DATED: April 18, 2006

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

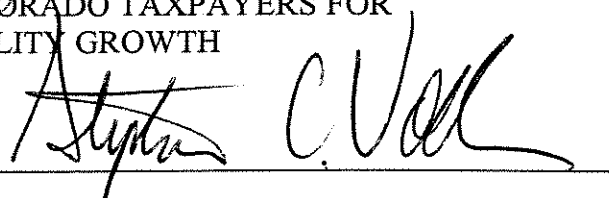

DEPUTY

DATED: April 10, 2006

EL DORADO COUNTY and EL DORADO
COUNTY BOARD OF SUPERVISORS

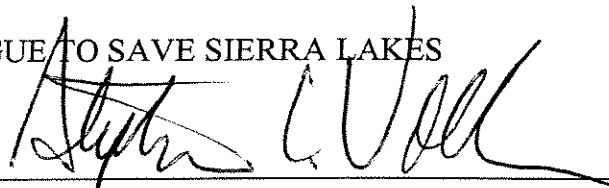
By: 

EL DORADO TAXPAYERS FOR
QUALITY GROWTH

By: 

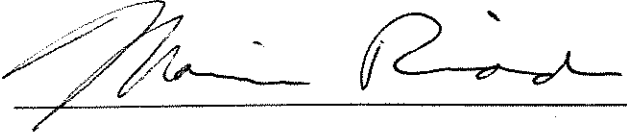
DATED: April 10, 2006

LEAGUE TO SAVE SIERRA LAKES

By: 

DATED: April 18, 2006

SAFEGROW

By: 

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DATED: April 10, 2006

ENVIRONMENTAL PLANNING AND
INFORMATION COUNCIL OF WESTERN
EL DORADO COUNTY, INC.

By: Stephen C. Voell

DATED: April 10, 2006

FRIENDS AWARE OF WILDLIFE NEEDS

By: Stephen C. Voell

DATED: April 10, 2006

del 4-19-06
MER 4-19-06

~~SAFEGROW~~ CALIFORNIA NATIVE PLANT
SOCIETY

By: Stephen C. Voell

DATED: April 10, 2006

PLASSE HOMESTEAD HOMEOWNERS'
ASSOCIATION

By: Stephen C. Voell

DATED: April 10, 2006

CAPLES LAKE HOMEOWNERS ASSOCIATION

By: Stephen C. Voell

DATED: April 10, 2006

KIT CARSON LODGE

By: Stephen C. Voell

DATED: April 10, 2006

PLASSE'S RESORT

By: Stephen C. Voell

DATED: April 10, 2006

CAPLES LAKE RESORT

By: Stephen C. Voell

DATED: April 10, 2006

SORENSEN'S RESORT

By: Stephen C. Voell

DATED: April 10, 2006

KIRKWOOD MEADOWS PUBLIC UTILITIES
DISTRICT

By: Stephen C. Voell

DATED: April 10, 2006

NORTHERN SIERRA SUMMER
HOMEOWNERS' ASSOCIATION

By: Stephen C. Voell

DATED: April 10, 2006

SOUTH SILVER LAKE HOMEOWNERS'
ASSOCIATION

By: Stephen C. Voell

DATED: April 10, 2006

ALPINE COUNTY

By: Stephen C. Voell

DATED: April 10, 2006

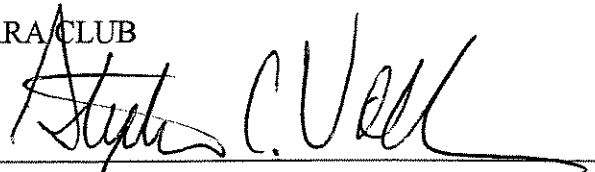
CALIFORNIA SPORTFISHING PROTECTION
ALLIANCE

By: Stephen C. Voell

DATED: April 10, 2006

SIERRA CLUB

By: _____

Handwritten signature of Stephen C. Vail in black ink, written over a horizontal line.

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