

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims ("Agreement") is entered into between Petitioner, Humboldt Coalition for Property Rights ("HumCPR"), and Defendants, County of Humboldt and Humboldt County Planning Commission (collectively, "County"), concerning *Humboldt Coalition for Property Rights v. County of Humboldt*, Humboldt Superior Court Case No. DR120232 (the "Legal Action"). Collectively, HumCPR and the County are "Parties" to this Agreement and each is, individually, a "Party" to this Agreement. This Agreement is deemed effective as of September 22, 2015 ("Effective Date").

RECITALS

A. HumCPR commenced the Legal Action on April 11, 2012. Following the filing of a demurrer, HumCPR filed the Amended Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief and Attorney Fees ("Amended Petition") on August 17, 2012.

B. The Amended Petition asserts three causes of action against the County concerning a former practice of the County Planning Division known as the "shading" of parcels. The first cause of action sought mandamus, the second sought declaratory relief, and the third alleged violation of due process. Through these causes of action, HumCPR contends the shading practice violates the California Subdivision Map Act, and specifically, Government Code section 66499.36.

C. The County filed an Answer to the Amended Petition on December 30, 2013. The Answer asserted a number of defenses.

D. Without making any admissions as to liability or otherwise, the Parties through this Agreement seek to resolve their outstanding disputes in a manner that allows them to forego the expenses, burdens, and time commitment of trial, post-trial proceedings, and appeals in the Legal Action.

AGREEMENT

1. The Parties to this Agreement incorporate the above-stated Recitals as material terms of this Agreement.

2. In exchange for the releases provided for within, the Parties agree as follows:

A. The County has ceased its former practice of "shading" parcels in any parcel-map books or other written records the County Planning Division maintains and such practice is hereinafter prohibited. For

purposes of this Agreement, "shading" means the placement of a mark or notation in a parcel-map book or other written record to indicate that a parcel's compliance with the Subdivision Map Act ("Map Act," Government Code section 66410 *et seq.*) is uncertain. Shading also includes any recordation in any electronic or computerized system or program of a parcel's uncertain Map Act compliance. Within 60 days of the Effective Date, the Planning Division shall take all actions necessary to ensure the deletion of all notations, recordings, and references to shaded or uncertain parcel compliance status within its written, graphic, electronic, computerized, and other records. The Planning Division shall thereafter refrain from recording or noting parcels as shaded or uncertain.

- B. Notwithstanding Paragraph (2)(A), the Planning Division shall complete its review of those parcels that received "shaded parcel" letters in September 2011 (the form letter for which is attached as Exhibit 1 to HumCPR's Amended Complaint and Petition in this action) and for which the Planning Division has not resolved whether the parcels comply with or violate the Map Act. For such of these parcels the Planning Division finds compliant, the Division shall notify the parcel owners by mail that (1) their parcels are compliant, and (2) they may, but are not required, to seek a certificate of compliance for their parcels in accordance with the Map Act and the County's Subdivision Ordinance. For such parcels determined to be in violation with the Map Act, the County shall promptly commence the process set forth in Government Code section 66499.36 concerning those parcels.
- C. When, following the review described in Paragraph (B), the Planning Division, based on the records within its possession, is unable to determine whether parcels are lawful or unlawful, it shall promptly notify the owners of such parcels by mail that it cannot resolve their parcels' legal status and advise such owners of their right to seek a determination of status in accordance with the Map Act and the County Subdivision Ordinance. The Planning Division shall maintain a list of the parcels for which it is unable to resolve compliance status, which it shall make available to the public upon request and to HumCPR's executive director. This list shall be updated bimonthly until the Planning Division's review of all remaining parcels is completed. Upon completion of such review, the County shall retain a final version of the parcel list required by this Paragraph only for purposes of demonstrating its compliance with this Agreement. In no event shall the list, or any information the list contains, be used in any manner contrary to the prohibition set forth above in Paragraph (2)(A).

- D. Whenever the County acquires or possesses knowledge that real property has been divided in violation of the Map Act, it shall give the owners the notices required by, and follow the process set forth in, Government Code section 66499.36.

3. The Parties agree that the issue of HumCPR's entitlement to attorney fees and costs, and the amount of fees and costs that may be awarded, shall be submitted for court resolution. Within 30 days of the Effective Date, HumCPR shall file and serve a motion for award of attorney fees and costs, noticing the hearing of the same for a date that allows the County at least 30 days to file an opposition. Nothing in this Agreement shall preclude the Parties from hereafter agreeing to a resolution concerning the payment of attorney fees and costs. If such an agreement is reached, it shall be reflected as a written amendment to this Agreement.

4. Within five days of the Effective Date, HumCPR shall file a notice of settlement or other notice or document with the court sufficient to cause the trial in this action to be taken off calendar except for purposes of resolving HumCPR's entitlement to and amount of attorney fees and costs. The Parties shall retain the right to any appeal they may concerning any attorney fees or costs the court awards or does not award. Should HumCPR ultimately be awarded fees or costs, the County shall pay such fees or costs within 30 days after the order awarding fees or costs becomes final, following the conclusion of all available appeals. HumCPR shall file a request for dismissal, with prejudice, within (i) five court days following the County's payment in full of all attorney fees and costs to which HumCPR is entitled, or (ii) if no attorney fees and costs are awarded, within five business days of this action becoming final (i.e., following the expiration of the deadline for filing an appeal, if no appeal is filed, or issuance of remittitur, if an appeal is filed).

5. Each Party and his/her/its heirs, executors, administrators, predecessors, successors in interest, affiliates, partners, assigns, agents, officers and directors hereby forever generally, completely and mutually release and discharge the other, including, but not limited to, his/her/its heirs, executors, administrators, trustees, settlors, beneficiaries, issue, directors, officers, shareholders, agents, predecessors, assigns, employees and attorneys, from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens, acts, costs, expenses, sums of money, suits, dues, actions and/or causes of action of every kind and nature in law, equity, or otherwise, known and unknown, matured and unmatured, suspected and unsuspected, disclosed and undisclosed, and in particular from all claims and demands of every kind and nature, known and unknown, matured and unmatured, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, past, present, and after, arising out of or in any way related to their respective obligations, activities and/or dealings with one another arising out of or in any way related to or based upon the facts, circumstances or disputes claimed in, or related to, the subject matter of the Legal Action.

6. The Parties acknowledge they have received the advice of counsel regarding the advisability of all releases provided for within. The Parties are aware that, following execution of this Agreement, they may discover claims or facts in addition to or different from those they now know or believe to be true in relation to the matters addressed in this Agreement. Nonetheless, it is their intention to fully and finally settle and release all claims they have as alleged in the legal action, except as reserved herein.

7. The Parties acknowledge they have read this Agreement, have had the opportunity to have the Agreement explained to them by counsel of their choice, are aware of its content and legal effect, and are signing this Agreement freely and voluntarily.

8 This Agreement shall be effective upon its full execution. Each of the undersigned represents that he/she has the authority to bind the Party on whose behalf that he/she has executed this Agreement. The Agreement may be executed in counterparts and in duplicate originals. If so executed, then upon proof of execution of at least one copy, the Agreement shall be effective from the date of the last signature. If executed in duplicate, each duplicate copy shall be valid as an original copy.

9. The Parties each warrant that he/she/it has not assigned or transferred, attempted to assign or transfer, and will not assign or transfer, any claim which was raised, or could have been raised, in connection with the Legal Action. Should any controversy arise over any assignment or transfer of any claim in this Agreement, the Parties further agree that the Party who is alleged to have made such assignment or transfer shall fully indemnify the other Parties as to that controversy, including any legal action arising from it.

10. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party.

11. This Agreement constitutes the entire agreement between the Parties. No modification of this Agreement shall be valid unless in writing and signed by the Parties. The Parties shall not be bound by any representation, warranty, promise, or statement unless it is specifically set forth in this Agreement.

12. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California. Should any term of this Agreement be deemed unlawful, that provision shall be severed, or construed in accordance with applicable law as nearly as possible to reflect the Parties' mutual original intent, and all remaining terms shall continue to be valid and fully enforceable. Furthermore, the place of performance shall be the County of Humboldt, State of California in the event of litigation.

13. This Agreement shall bind the heirs, personal representatives, successors, and assigns of the Parties, and inure to the benefit of each Party, its successors and assigns.

14. The Parties agree to execute and deliver any other instrument or document convenient or necessary to carry out the terms of this Agreement.

15. This Agreement is made and is enforceable in accordance with the provisions of Code of Civil Procedure Section 664.6 and the Parties agree that the Court shall retain jurisdiction for that purpose after dismissal of the Legal Action.

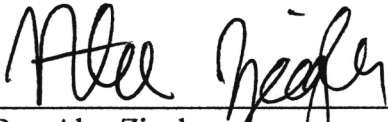
16. Failure of any of the Parties to insist upon the strict observance of, or compliance with, all of the terms of this Agreement in one or more instances, shall not be deemed to be a waiver of any of the Parties' right to insist upon such observance or compliance with the other terms of this Agreement.

17. This Agreement is intended to be for the benefit of the Parties, and by this instrument, the Parties do not release any claims against any other person or entity.

18. If any suit or action or other proceeding is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing Party in such suit or action or other proceeding shall be entitled to an award against the other Party for the prevailing Party's reasonable attorney's fees and costs incurred both at trial and on any appeal.

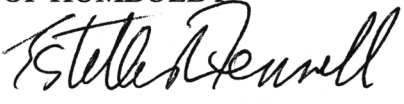
SO AGREED.

HUMBOLDT COALITION FOR PROPERTY RIGHTS


By: Alec Ziegler
Executive Director, HumCPR

9/21/15
Dated

COUNTY OF HUMBOLDT


By: Estelle Fennell
Chairperson, Board of Supervisors

9/22/2015
Dated

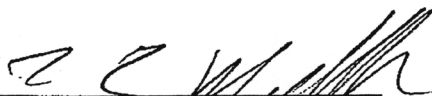
Approved as to Form.



By: William F. Barnum
Attorney for Humboldt Coalition
for Property Rights

9/21/2015

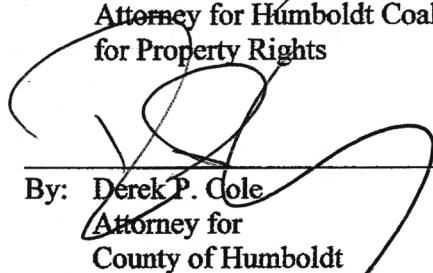
Dated



By: W. Timothy Needham
Attorney for Humboldt Coalition
for Property Rights

9/21/15

Dated



By: Derek P. Cole
Attorney for
County of Humboldt

9/21/15

Dated