

## **SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into as of the 5th day of February, 2014, by, and among the William S. Hart Unified School District ("District"), the County of Los Angeles (County"), Romero Cyn LLC and Romero Cyn II LLC ("Developer"), and Citizens for Castaic ("CFC"), an unincorporated association (collectively the "Parties") in settlement of litigation (*Citizens for Castaic v. William S. Hart Union High School District*, Los Angeles Superior Court Case No. BS 140250) and disputes relating to the construction of the District's proposed Castaic High School (the "Project") by Developer.

### **AGREEMENT**

#### **1. District's Agreement:**

In consideration for the settlement of disputes as set forth in this Agreement, District agrees to the following obligations regarding development of the Project, enforceable as independent legal obligations, as follows:

- a. **Access Roads:** The District agrees it will complete both access roads to the school, described as via the 5 freeway to Sloan Canyon Road to Mandolin Canyon Road (or a new east-west road) ("Northerly Access Road") and from the south from Hillcrest Parkway to Sloan Canyon Road to Barringer Road to Romero Canyon Road to the school site ("Southerly Access Road").

The District agrees to use its best efforts to expedite completion of the Northerly and Southerly Access Roads. The District will work towards a goal of having both roads completed prior to the opening of the school. The District anticipates completion of the Southerly Access Road by 2018 at the latest.

The District agrees that even if the District is required pursuant to Mitigation Measure T-2 to widen the Northerly Access Road to four lanes and/or make a finding that there are sufficient other roads in the area to provide access to the high school, the District will still complete the Southerly Access Road.

The District acknowledges that the construction of the Southerly Access Road may require the acquisition of private property for both road and drainage purposes. The District agrees that if private property owners are not willing to sell the required property to the District for the District's planned route, the District will use its best efforts to pursue other alternatives available to the District to complete the Southerly Access Road.

The District will provide at least quarterly updates on progress toward the completion of the access roads on its website. In addition, the District agrees to work diligently towards the completion of the following milestones as part of their best efforts to expedite completion of the Southerly Access Road:

1. Secure approval from the County of Los Angeles for the construction of the Southerly Access Road;
2. Award contract for the construction of the Southerly Access Road;
3. Complete 50% of construction of the Southerly Access Road;
4. Complete construction of the Southerly Access Road;
5. Dedicate Southerly Access Road to the County of Los Angeles.

The District estimates the cost for the construction of the Southerly Access Road to be between \$6,000,000 to 8,000,000. The District agrees that it has adequate funding to complete the construction of the Southerly Access Road, including the possibility of some reasonable additional costs associated with the construction. The District anticipates utilization of Measure SA Funds as the anticipated funding source(s) for the Southerly Access Road. The District agrees that these funds will be used for the completion of the Southerly Access Road, unless and until the District acquires funding from additional or alternate source(s).

- b. **Reimbursement:** All Parties agree to bear their own attorneys' fees and costs incurred in connection with the above-referenced litigation and the dispute regarding the Project, including the settlement negotiations and this Agreement, except that District will pay \$ 100,000 ("Payment Amount") to CFC through its attorneys. The Payment Amount shall be paid as follows:
  1. 50% of the Payment Amount shall be paid within 60 days following execution of this Agreement;
  2. 50% of the Payment Amount shall be paid within 6 months following execution of this Agreement;

Each check for the portion of the Payment Amount shall be made out to the attorneys for CFC, Chatten-Brown & Carstens LLP, and delivered to Chatten-Brown & Carstens LLP at the address identified in the notice section below.

As a condition to the payment of the portion of the Payment Amount, CFC shall do the following:

1. Within 30 days following execution of this Agreement, CFC shall send one letter to the County, including, Supervisor Antonovich's office, Board of Supervisors, Regional Planning Department and Department of Public Works advising the County that CFC is in support of the District's route for the Southerly Access Road and requesting that the County expedite the review and approval of the Southerly Access Road in order to enable the District to commence construction of the Southerly Access Road as soon as reasonably practicable. The District will use its best efforts to provide CFC with the initial roadway design for the Southerly Access Road that it plans to present to the County within 90 days of the execution of this Agreement. If CFC has the

opportunity to review this initial roadway design, CFC may then also inform the County that it is in support of not only the Southerly Access Road route, but also the proposed design;

2. Within 30 days following execution of this Agreement, CFC shall send one letter to the County Metropolitan Transportation Authority ("MTA") requesting approval of the District's request for funding of the Southerly Access Road; and
  3. To a reasonable extent, CFC shall use its best efforts to work with the District and Developer to provide additional support letters and shall use its best efforts to work with the District and the Developer to assist the District and Developer to secure approval by the County for the Southerly Access Road and to assist the District and Developer to secure MTA funding approval through 2018.
- c. **Lighting:** Lighting will be installed at the school as approved by the District and the Division of State Architect and shall minimize light spill onto adjacent properties and land surrounding the school pad. The District agrees that outdoor lighting shall be shielded to the extent reasonably feasible to minimize off-site light spill. The District also agrees that the following types of outdoor lighting will not be installed at the high school:
- Drop-down lenses, defined as a lens or diffuser that extends below a horizontal plane passing through the lowest point of the opaque portion of a light fixture.
  - Mercury vapor lights
  - Ultraviolet lights
  - Searchlights, laser lights, or other outdoor lighting that flashes, blinks, alternates, or moves.
- d. **Trees:** Oak trees will be installed at the school as required by the terms of the mitigation requirements of the FEIR. The oak trees will be installed pursuant to a landscape plan approved by the District. The District agrees that the 26 oak trees removed by the Developer in 2010 will be replaced on the Project site pursuant to the conditions of the Developer's oak tree permit. The size of replacement oak trees shall be a minimum of 15 gallons. The District also agrees that heritage oak trees that were removed in 2010, if any, or will be removed, if any, will be replaced at a ratio of four to one.
- e. **Access Roads/Drainage Construction:** The District agrees to build off site access roads/drainage leading to the Project pursuant to County requirements in order to secure County acceptance and dedication by District.
- f. **Construction/Emergency Access:** The District agrees Romero Canyon Road will not be used for construction access. Construction access includes access by

construction and heavy equipment as well as access by construction employees and service and maintenance vehicles that include, but are not limited to, catering trucks and welding trucks. Some access to the site via Romero Canyon Road may be needed by District staff, Developer's project management, project consultants or others until either the Northerly or Southerly Access Roads are completed. The District agrees no access to the site via Romero Canyon Road will occur between the hours of 8:00 p.m. and 6:30 a.m., except in emergency situations or if a security issue arises. As long as the currently utilized Romero Canyon Road is not altered, the District agrees it will not grade, pave or alter in anyway Romero Canyon Road, south of Barringer Road.

Once the Southerly Access Road is completed, Romero Canyon Road will no longer be a designated emergency access route for the Project.

- g. Trails: The District agrees to offer for dedication to the County a trail easement within the District's Project site. The width of the trail shall be as determined by County regulations or ordinances. The trail easement shall be along the roadway sections identified as Sections B and D and along the portions of the roadways identified as Sections A and C that are located on the District's Project site as identified on the attached Exhibit "A", a copy of which is incorporated herein. The trail easements within the District's Project site shall be connected. The District shall have no further obligation to provide trail dedications related to the District's property or the Project. The District also agrees to support the dedication by other property owners to the County of a trail easement along all areas of the Northerly and Southerly Access Roads not located on the District's property where there is adequate width to do so in existing dedications. The District agrees that prior to the commencement of road construction, it shall send a letter to the property owners along the Northerly and Southerly Access Roads and notify them of potential obligations to dedicate and construct trails pursuant to the Castaic Area Community Standards District and in accordance with the County's Master Plan of Trails as part of any land division and that the Master Plan of Trails includes trails along Sloan Canyon Road, Barringer Road and Mandoline Canyon Road. The information regarding the Castaic Area Community Standards District and the County's Master Plan of Trails to be provided to such property owners shall be provided by CFC to the District when requested by the District and will be included in the District's letter to the property owners. The District's letter shall ask property owners if they would be willing to offer for dedication a trail easement to the County at the time of the letter from the District. If the property owners agree to offer for dedication a trail easement to the County at no cost to the District, the District will support the dedication to the County of the trail easements. The District also agrees to support funding from County and non-County sources that would allow for the construction of trails within the trail easement during Project construction. If additional MTA funds can be used for the construction of multi-purpose trails in the vicinity of the Project site, including along the Northerly and Southerly Access Roads, the District agrees to include, in their application for MTA funds, a request for such additional funds necessary to construct multi-purpose trails. Notwithstanding the preceding provisions, the District is not obligated for any

costs or work related to the grading, construction or maintenance of the trails except as may be required by the Final Environmental Impact Report for the Project.

- h. Letter to ION Tract: The District agrees to send a letter to the owners of the property located north of the Project site, referred to as the ION Tract, notifying the property owners that the District will be constructing the Southerly Access Road and requesting that the ION Tract owners consider use of this roadway as a secondary access to their property.
- i. Additional Development On-Site: The District agrees development will not be constructed outside of the Project footprint on the Project site until both the Northerly and Southerly Access Roads have been completed. The District also agrees that any future construction outside of the Project footprint on the Project site will not be undertaken until the California Environmental Quality Act ("CEQA") has been complied with, if necessary.

## **2. County's Agreement:**

In consideration for the settlement of disputes as set forth in this Agreement, County agrees to the following obligations regarding development of the Project, enforceable as independent legal obligations, as follows:

- a. Street Name: The responsible County department(s) shall submit and recommend to the County Board of Supervisors the name of Valley Creek Road, Barringer Road, or other suitable name for the street leading up to the school from the south. The County agrees that the street located in front of the school will not be named Romero Canyon Road.
- b. Trails/Trail Funding: The County agrees that it will review and consider a proposal, if any, to accept trail dedications from the District for the areas along roadway Sections B and D on the District's property and along the portions of Sections A and C located on the District's property, as those roadway sections are depicted on Exhibit "A", attached hereto and incorporated herein. The County also agrees that it will review and consider a proposal, if any, to accept trail dedications from other property owners along the portions of roadway Sections A and C not located on the District's property if dedications are offered to the County by the property owners. By agreeing to review and consider the aforementioned trail dedication proposals, County in no way obligates itself to accept such trail dedications or the trail construction or maintenance. The County Department of Public Works agrees that it will consider supporting, if and when requested by the District, the developer and/or CFC, funding from non-County sources, including the MTA call for projects or similar funding program, for the completion of a multi-purpose trail system in the vicinity of the Project site, including along the Northerly and Southerly Access Roads, if eligible. The County acknowledges that Los Angeles County Zoning Code section 22.44.137 sets forth trail development standards for the Castaic Area Community Standards District and provides that developed trails may be maintained, subject to approval by the County Parks Department, by a homeowner's association or special district.

The Project site and Northerly and Southerly Access Roads are located in the Castaic Area Community Standards District. The County's Master Plan of Trails includes trails in the area of Sloan Canyon Road, Barringer Road, Mandoline Canyon Road and the Project site. The County also agrees to consider any proposal by the District to use a multi-purpose trail on the Project site as part of the drainage facility service roads.

- c. Southerly Access Road Funding: The County Department of Public Works agrees that it will consider supporting, if and when requested by the District, the Developer and/or CFC, an MTA call for projects or similar funding program and other applications for non-County sources of funds to fund the construction of the Southerly Access Road to the Project, if eligible.
- d. Expedited Processing: The County agrees to diligently and without undue delay process all applications for road, drainage, grading and other permits it may be called upon to review in connection with the completion of the Project (hereinafter "Project Applications"). All Parties acknowledge that by entering into this Agreement they are bound to cooperate and work together in good faith in the review and processing of Project Applications. The District, the Developer and CFC further acknowledge that this Agreement does not guarantee that the County will approve the Project Applications. By entering into this Agreement, the County does not waive its right to review Project Applications for conformance with all applicable state or local laws and regulations.
- e. Gated Access: The County agrees that the northern terminus at the private section of Romero Canyon Road and/or another location further south on the private section of Romero Canyon Road is an appropriate location for gated access. The County will diligently and without undue delay process any Project Applications for a gate(s) in this location(s). The District, the Developer and CFC acknowledge that a gate(s) at the aforementioned location(s) must comply with all state and local laws and regulations, including, but not limited to, the County Fire Department vehicle turnaround requirements on each side of the gate.
- f. Access Routes: The County agrees that the proposed routes for the Northerly Access Road and the Southerly Access Road are generally acceptable routes for access to the Project, without considering any specific roadway design or drainage issues except as set forth above in section 2.b.
- g. ION Tract: The County agrees that the Southerly Access Road could be considered for use as a secondary access to the development on the property located north of the Project site that is referred to as the ION Tract.

### **3. Developer's Agreement:**

In consideration for the settlement of disputes as set forth in this Agreement, Developer agrees to the following obligations regarding development of the Project, enforceable as independent legal obligations, as follows:

- a. **Reimbursement:** All Parties agree to bear their own attorneys' fees and costs incurred in connection with the above-referenced litigation and the dispute regarding the Project, including the settlement negotiations and this Agreement, except that Developer will pay the Payment Amount of \$ 100,000 to CFC through its attorneys. The Payment Amount shall be paid as follows:
  1. 50% of the Payment Amount shall be paid within 60 days following execution of this Agreement;
  2. 50% of the Payment Amount shall be paid within 6 months following execution of this Agreement;

Each check for the portion of the Payment Amount shall be made out to the attorneys for CFC, Chatten-Brown & Carstens LLP, and delivered to the attorneys for CFC, Chatten-Brown & Carstens, at the address identified in the notice section below within the specified timeframe.

As a condition to the payment of the portion of the Payment Amount, CFC shall do the following:

1. Within 30 days following execution of this Agreement, CFC shall send one letter to the County, including, Supervisor Antonovich's office, Board of Supervisors, Regional Planning Department and Department of Public Works advising the County that CFC is in support of the District's route for the Southerly Access Road and requesting that the County expedite the review and approval of the Southerly Access Road in order to enable the District to commence construction of the Southerly Access Road as soon as reasonably practicable. The District and/or Developer will use its/their best efforts to provide CFC with the initial roadway design for the Southerly Access Road that it plans to present to the County within 90 days of the execution of this Agreement. If CFC has the opportunity to review this initial roadway design, CFC may then also inform the County that it is in support of not only the Southerly Access Road route, but also the proposed design;
2. Within 30 days following execution of this Agreement, CFC shall send one letter to the County MTA requesting approval of the District's request for funding of the Southerly Access Road; and
3. To a reasonable extent, CFC shall use its best efforts to work with the District and Developer to provide additional support letters and work with the District and Developer to assist the District and Developer to secure

approval by the County for the Southerly Access Road and to assist the District and Developer to secure MTA funding approval.

- b. Gated Access: The Developer will contribute \$65,000 ("Contribution") to be held in escrow by Old Republic Title Company for the design, permitting, installation and initial maintenance of a gate(s) at the northern terminus at the private section of Romero Canyon Road and/or another location further south on the private section of Romero Canyon Road as approved by the County, as well as the costs associated with formation of a home owners association that will maintain the gate(s). The escrow instructions that will be used to determine when payments shall be made from the escrow account are attached hereto and incorporated herein as Exhibit "B". The amount of the Contribution that has not been spent on the design, permitting, and formation of a home owners association that will maintain the gate(s) will be returned to the Developer if at least one gate is not completed prior to the completion of the Southerly Access Road. Once at least one gate has been constructed, the escrow officer will forward the remaining funds to the home owners association or other organization to be formed by the residents of Romero Canyon Road to maintain the gate(s). Developer agrees to pay any required escrow fees for the escrow account. The Developer will not be liable for the use of its Contribution toward these ends.
- c. Trails and Funding for Roads and Trails: Developer agrees that trail dedications should be made along the road sections identified as Section B and D and along the portions of road sections A and C that are located on District property, as those sections are shown on Exhibit "A." Developer agrees to use its best efforts to assist the District in obtaining additional trail dedications from property owners located along the portions of the Northerly and Southerly Access Roads, where there is not adequate width in the existing dedications to dedicate a trail easement. Developer agrees to use its best efforts to assist the District with the securing of funds from the MTA for the Southerly Access Road and for multi-purpose trails in the vicinity of the Project site, including along the Northerly and Southerly Access Roads, and any additional funding sources which may provide a grant for the construction of trails identified in the County's Master Plan of Trails in the vicinity of the Project. In the event the County approves the use of the multi-purpose trail as part of the drainage facility service road for the Project, Developer shall provide for such trail as part of the construction of the drainage facility service road. At such time as the entity responsible for maintaining the trail, accepts the trail and maintenance responsibilities, the trail will be opened for use.
- d. Construction Access: Developer agrees Romero Canyon Road will not be used for construction access. Construction access includes access by construction and heavy equipment as well as access by construction employees and service and maintenance vehicles that include, but are not limited to, catering trucks and welding trucks. Some access to the site via Romero Canyon Road may be needed by District staff, Developer's project management, project consultants or others until either the Northerly or Southerly Access Roads are completed. The Developer agrees no access to the site via Romero Canyon Road will occur between the hours of 8:00 p.m. and 6:30 a.m., except in emergency situations or if



a security issue arises. As long as the currently utilized Romero Canyon Road is not altered, the Developer agrees it will not grade, pave or alter in anyway Romero Canyon Road, south of Barringer Road.

- e. Letter to ION Tract: Developer agrees to send a letter to the owners of the property located north of the Project site, referred to as the ION Tract, notifying the property owners that the District will be constructing the Southerly Access Road and that the ION Tract owners should consider use of this roadway as a secondary access to their property.
- f. Additional Development On-Site: The Developer agrees development will not be constructed outside of the Project footprint on the Project site until both the Northerly and Southerly Access Roads have been completed. The Developer also agrees that any future construction outside of the Project footprint on the Project site will not be undertaken until CEQA has been complied with, if necessary.

#### 4. CFC's Agreement:

In consideration for the settlement of disputes as set forth in this Agreement, CFC agrees to the following obligations regarding development of the Project, enforceable as independent legal obligations, as follows:

- a. Support of Project: CFC agrees that it supports the development of the Project as proposed. CFC also supports the construction of the Northerly and Southerly Access Routes.
- b. Construction and Maintenance of Gate(s): CFC agrees that CFC or a homeowners association to be formed by residents of Romero Canyon Road (HOA) shall be responsible for the construction and maintenance of the gate(s) on the private section of Romero Canyon Road provided that the gate(s) will only be constructed if: they are approved by the County; construction is physically feasible; and the construction of at least one gate does not exceed the funds provided in this Agreement for the gate(s). Additionally, once the HOA has been formed, the HOA, and not CFC, shall be solely responsible for the construction and maintenance of the gate(s). In the event that the County agrees to accept dedication of the private section of Romero Canyon Road into the County roadway system, the HOA shall be obligated to remove the gate (s) prior to such acceptance by the County, at which time the HOA's maintenance obligation pursuant to this paragraph shall cease.
- c. Assistance in Communications with Residents: CFC agrees to assist Developer in working with residents on Romero Canyon Road to reach an agreement regarding the placement of the gated access set forth above. CFC also agrees at no cost to the District or Developer to use its best efforts to provide reasonable assistance to District and/or Developer with any other agreements they may need to reach with area residents if that assistance would be useful through 2018. However, CFC cannot guarantee a particular outcome when it has provided assistance.

- d. Completion of Project: CFC agrees to not interfere with the construction of the Project as proposed. Reasonable requesting of information regarding the Project from the District or Developer would not be considered interfering with the construction of the Project. Additionally, negotiations between individual members of CFC and the District regarding the sale or use of private property would not be considered interference with the Project. Providing comments regarding the roadway design after reviewing the plans that the District will provide CFC with the opportunity to review after the execution of the Agreement is also not considered interference with the Project, but these comments shall not request approval be denied or that construction activities be halted. Further, objections to substantial changes to the Project would not be considered interfering with the Project.
- e. Testimony in Support of MTA Call for Projects: CFC shall send a letter to the MTA establishing that CFC fully supports funding of the Southerly Access Road to the Project and multi-purpose trails in the vicinity of the Project site, including along the Northerly and Southerly Access Roads, pursuant to the terms set forth in this Agreement. At least one CFC member shall speak in favor of the funding for the Southerly Access Road and multi-purpose trails at the MTA hearing to consider approval of such funding to be held in Los Angeles County.
- f. Dismissal of Legal Challenges: CFC agrees to dismiss with prejudice any and all legal challenges to any and all of the entitlements for the current Project, including without limitation, objections based on a precommitment to the Project, challenges to the Final EIR, conditional use permit, Army Corps Clean Water Act 404 permit, etc., but reserves the right to challenge any Project modification or any future discretionary action by a public agency after entitlement of the current Project if the proposed modification or discretionary action would conflict with the terms set forth in this Agreement. CFC agrees to file a request for dismissal within 10 days of the effective date of this Agreement.
- g. District/Developer Use of Romero Canyon Road: CFC agrees not to object or interfere with the District's or Developer's use of Romero Canyon Road as specified in this Agreement during Project construction and construction of the Northerly and Southerly Access Roads until either the Northerly or Southerly Access Road is completed, as that use is limited by sections 1.f and 3.d above.

**5. Additional Terms and Conditions:**

- a. No Modification: No addition to or modification of any term or provision of the Agreement shall be effective unless set forth in writing and signed by the Parties.
- b. Counterparts: This Agreement may be executed in any number of counterparts, each of which must be an exact copy of this Agreement and which may be deemed an original and all of which collectively shall constitute a single instrument. Faxed signatures of this Agreement shall be considered as valid as the original and shall be attached hereto.

- c. **Binding on Assignees:** This Agreement shall be binding on and inure to the benefit of the heirs, successors and assigns of the Parties to this Agreement.
- d. **Severability:** The invalidity or unenforceability of any provision of this Agreement or any part thereof, as determined by a court of competent jurisdiction, shall in no way affect the validity or enforceability of any other provision hereof or the remainder of such provision.
- e. **Written Waiver:** A waiver of any Party's right to enforce any provision of this Agreement shall not be effective unless such a waiver is made expressly in writing. An express waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.
- f. **Cooperation:** All Parties agree to cooperate and assist in the completion of the Project and all related actions, both individual and collective, as specified above.
- g. **Governing Law and Jurisdiction:** This Agreement shall be construed and enforced under the laws of the State of California.
- h. **Breach and Remedies:** If any Party believes that another Party's performance is in default of that Party's obligations under this Agreement, the Party shall provide written notice to the other Party of the alleged default; offer to meet and confer in a good faith effort to resolve the issue; and provide the other Party 30 days to cure the alleged default commencing at the time of receipt of the notice of a properly detailed written default notice. Any notice given pursuant to this provision will specify in reasonable detail the nature of the alleged default and, where appropriate, the manner in which the alleged default satisfactorily may be cured.

If such default is not cured by the allegedly defaulting Party within thirty (30) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, the allegedly defaulting Party fails to commence to cure the alleged default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered by and/or through the County Superior Court under its applicable rules. Any such litigation shall be heard in the County Superior Court. Each Party agrees to bear its own attorney's fees that may be incurred as a result of any attempt to enforce provisions of this Agreement.

- i. **Notices:** All notices and other communications between the Parties required under this Agreement shall be in writing to the contact information provided below, as herein provided. Notices shall be deemed to have been duly given (i) if and when personally served, or (ii) three (3) days after deposit thereof in the United States mail, registered or certified, return receipt requested, postage prepaid, or (iii) one (1) business day after deposit with a nationally recognized overnight courier service, or (iv) via facsimile, effective on receipt of transmission confirmation if given during normal business hours, or the following business day if not, provided that a hard copy of such facsimile notice is sent on the same day via one of the methods of delivery set forth in subparagraphs (i) to

(iii) foregoing. Any Party to receive notice hereunder may change or add its address for the purpose of receiving notices as herein provided by delivering notice in the manner aforesaid to all other Parties.

To William S. Hart Union High School District:

Attn: Superintendent  
21380 Centre Pointe Parkway  
Santa Clarita, CA 91350  
Phone: (661) 259-0033 ex. 201  
Fax No.: (661) 254-8635  
Email: [rchallinor@hartdistrict.org](mailto:rchallinor@hartdistrict.org)

With copy to:

Wendy H. Wiles  
Bowie, Arneson, Wiles & Giannone  
4920 Campus Drive  
Newport Beach, CA 92660

To County of Los Angeles:

Attn:

Dusan Pavlovic  
Office of the County Counsel  
648 Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Phone: (213) 974-1900  
Email: [dpavlovic@counsel.lacounty.gov](mailto:dpavlovic@counsel.lacounty.gov)

To Romero Cyn LLC and Romero Cyn II LLC:

Attn: Mr. Randy Wrage  
21070 Centre Pointe Parkway  
Santa Clarita, CA 91350

Phone: (661) 259-5606  
Fax No.: (661) 259-4065  
Email: [randyw@spiritholding.com](mailto:randyw@spiritholding.com)

With copy to:

Keith Pritsker  
Law Office of Keith W. Pritsker  
25670 Smoketree Lane  
Valencia, CA 91381

To Citizens for Castaic:

Richard Landy  
30945 Romero Canyon Road  
Castaic, CA 91384  
Email: richardlandy@winplus.net

with copy to:

Amy Minter  
Chatten-Brown & Carstens, LLP  
2200 Pacific Coast Highway, Ste 318  
Hermosa Beach, CA 90254

- j. Joint Statement: CFC, the District and the Developer shall issue a mutually agreed upon Joint Statement to be released to the public and the press informing the public that the Parties have resolved all of the disputes regarding the District's certification of the Final Environmental Impact Report and approval of the Project. The Joint Statement will explain the cooperative efforts the Parties will undertake to assist the District in moving forward with the Project, the construction of the Northerly and Southerly Access Roads and to minimize impacts to the environment and the surrounding community.
- k. Effective Date: This Agreement is not effective until all of the Parties have signed the Agreement.

IN WITNESS WHEREOF this Agreement is executed and agreed to by the Parties as of the last date set forth below.

**WILLIAM S. HART UNIFIED SCHOOL DISTRICT**

By: 

Title: Superintendent

Dated: 2.5.14

Approved as to form: 

**COUNTY OF LOS ANGELES**

By: Dusan Pavlovic

Title: Deputy County Counsel

Dated: 02/05/2014

Approved as to form: 

**ROMERO CYN LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

**ROMERO CYN II LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

**CITIZENS FOR CASTAIC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

COUNTY OF LOS ANGELES

By: Dusan Pavlovic  
Title: Deputy County Counsel

Dated: 02/05/2014

Approved as to form: [Signature]

ROMERO CYN LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

ROMERO CYN II LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

CITIZENS FOR CASPAIC

By: [Signature]

Title: PRESIDENT

Dated: 2-5-2014

Approved as to form: [Signature]

COUNTY OF LOS ANGELES

By: Dusan Pavlovic  
Title: Deputy County Counsel  
Dated: 02/05/2014  
Approved as to form: [Signature]

ROMERO CYN LLC

By: Lacey Rasmussen  
Title: President of Spirit Holding, Inc., Managing Member  
Dated: 2/5/14  
Approved as to form: [Signature]

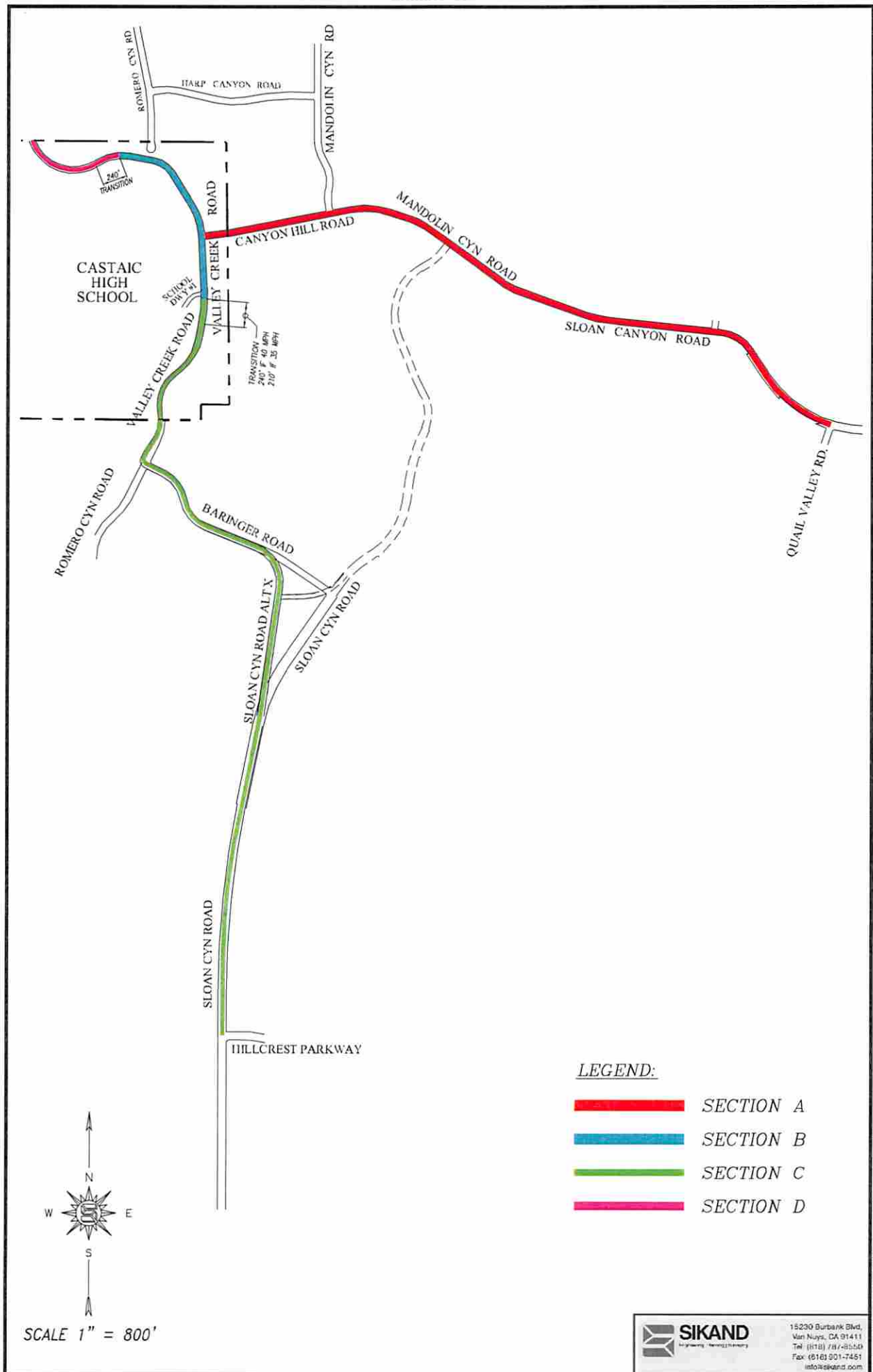
ROMERO CYN II LLC

By: Lacey Rasmussen  
Title: President of Spirit Holding, Inc., Managing Member  
Dated: 2/5/14  
Approved as to form: [Signature]

CITIZENS FOR CASTAIC

By: [Signature]  
Title: PRESIDENT  
Dated: 2-5-2014  
Approved as to form: [Signature]





## **Exhibit "B"**

### **Escrow Instructions**

This escrow is entered into by the parties to the settlement agreement—Citizens for Castaic (CFC), William S. Hart Union High School District (District), Romero Cyn LLC and Romero Cyn LLC II (Romero)—to which these instructions are attached. The purpose of the escrow is to provide a funding mechanism for CFC or a homeowners association to be formed by residents of Romero Canyon Road (HOA) to complete the design, construction and maintenance of a gate(s) at the northern terminus of Romero Canyon Road in the community of Castaic and/or at another location further south on the private section of Romero Canyon Road as approved by the County. Toward these ends the following terms apply to the dispersal of funds from the escrow account to CFC or HOA:

1. A maximum of \$7,000 shall be dispersed to CFC cover costs associated with the formation and/or incorporation of HOA. Dispersal of these funds shall be allowed prior to CFC or HOA obtaining insurance and prior to the design and construction of the gate(s). Once the HOA has been formed, the HOA, and not CFC, shall be solely responsible for the design, construction and maintenance of the gate(s), as well as obtaining insurance coverage for the gate(s).
2. CFC or HOA shall obtain insurance coverage insuring CFC and/or HOA, Romero, District and County for any liability associated with the design, construction and maintenance of the gate(s) for a minimum amount of one million dollars. This insurance shall be obtained as early in the gate design and construction process as the insurance company will issue it, but no later than the commencement of construction of the gate(s). Escrow funds shall be dispersed to CFC or HOA to pay the insurance premiums.
3. The gate(s) shall be designed and built in conformance with all applicable state and local laws and regulations.
4. The gate(s) shall be approved by a licensed civil engineer at one of the following engineering companies: Psomas; Hunsaker & Associates; Hall & Foreman; CRC Enterprises; or Paradise Engineering.
5. Escrow funds shall be dispersed to CFC or HOA to pay for the costs associated with the design and construction of the gate(s) and any related signage or safety features. Funds shall be made available in a timely manner to allow CFC or HOA to pay invoices for design and construction prior to invoice due dates.
6. Escrow funds shall be dispersed to CFC or HOA to pay for any permitting or other fees required by the County of Los Angeles associated with the County's approval of the gate(s).
7. Once the construction of at least one gate has been completed, the unused balance from the escrow account shall be forwarded to CFC or HOA. Any

unused balance from the escrow account after design and construction have been completed will be used for: (1) Insurance, (2) gate maintenance and (3) road repair.