

## Appendix A

### SETTLEMENT AGREEMENT and RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS is made and entered into this 17 day of SEPTEMBER, 1996, by the COUNTY OF SAN DIEGO, hereinafter referred to as "County" and the CITY OF SANTEE, and the COMMUNITY DEVELOPMENT COMMISSION for the City, hereinafter collectively referred to as "Agency".

#### RECITALS

1. County owns and operates a women's jail within the incorporated city limits of Agency and hereinafter referred to as "Las Colinas".
2. In 1988-89, County expanded Las Colinas by the construction of structures designed to house some 600 male prisoners, and hereinafter referred to as "expansion project".
3. In 1988, Agency commenced Action No. 596836 in the Superior Court in and for the County of San Diego, contesting the adequacy of the Environmental Impact Report for the "expansion project" and thereafter appealed an adverse decision to the Court of Appeals, 4th District, in Action No. D007991.
4. The Appellate Court issued a writ of mandate requiring the County to prepare a new Environmental Impact Report.
5. In obedience to that writ, the County prepared a new Environmental Impact Report and adopted Resolution No. 19, dated January 24, 1991, which provided inter alia, that mitigation measures for landscaping be implemented as set forth in Exhibit A, attached hereto.
6. The buildings in the expansion project are now vacant; the landscaping designated in said Resolution No. 19 has only partially been completed.
7. The County wishes to utilize the expansion project for the housing of female prisoners for an indefinite period of time (the "Reoccupation").
8. Agency and County have determined that the public benefit will be served if the expansion project houses female inmates and the community surrounding Las Colinas is buffered by park lands, as well as the landscaping described in Resolution No. 19.

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9. County owns a 55 acre parcel of undeveloped land designated as "parkland" on the City's Town Center Specific Plan, and depicted on the attached Exhibit B, and hereinafter referred to as "55 acre park site".

10. Agency and County wish to terminate and settle all litigation arising out of the expansion project, or the occupation thereof by female prisoners for an indefinite period of time so long as the current structures or structures of substantially similar size and capacity are utilized.

NOW, THEREFORE, the parties agree as follows:

1. Agency agrees for itself, its redevelopment agency, its agents and employees not to contest the housing of female prisoners or female detainees in the expansion project as Las Colinas whether or not the prisoners or detainees are housed in the existing facilities or in new facilities of substantially similar size and capacity. Specifically, the Agency will agree that there will be no environmental impacts resulting from this occupancy and that it will not pursue an rights it may have regarding mitigation measures contained in the EIR for the Las Colinas Expansion Project (KK8759) and January, 1991, except as provided herein.

2. Except as provided herein, within 120 days after execution of the Settlement Agreement, the County will transfer the 55 acre park site to the City of Santee with the provision that the site will revert to the County if it developed for any purpose other than a park. Agency shall, upon demand, pay to County the costs of the survey and the preparation of documents necessary for the transfer. If prior to the expiration of that 120 day period, any person or entity, whether or not affiliated with the Agency, files lawsuit challenging the reoccupation ("Termination Event"), upon the County's giving the City written notice of such Termination Event, this Agreement shall be null and void. City shall thereupon have the right to join in, commence or pursue an action to contest the reoccupation. So long as such action is begun within 60 days following the Termination Event, the County shall and hereby does waive any right it may have to object to such action on the grounds of any limitation of action or laches.

3. Within 90 days after City's delivery of the necessary fill to the expansion project site, County will complete the construction of a landscaped berm in accordance with plans approved by the City of Santee on January 31, 1996 and installation of landscaping described in Resolution 19, dated January, 1991 and further described in Exhibit A.

4. The Agency and the County agree to work closely together to foster development of the County's land in Santee, in a manner that will be financially beneficial to the County and will enhance development opportunities in the City for the benefit of all citizens of the City and County.

5. County covenants that if the expansion project area should be used for any purpose other than the housing of female prisoners or female detainees in the currently existing structure or structures of a substantially similar size and capacity, a new Initial Study and any other legally required environmental document, shall be prepared. Nothing in this agreement shall prevent the

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Agency or any of its agents or employees from contesting the adequacy of the existing environmental documents, or subsequently prepared environmental documents, if the expansion project area is used for purposes other than housing female prisoners or female detainees.

6. In consideration of the covenants undertaken herein, each party releases the other party, its agents, assignees, executors, officers, directors, representatives, affiliates, subsidiaries, employees, attorneys, and successors-in-interest from any and all claims, actions, causes of action, liability, obligations, costs, demands, claim for attorney's fees or costs, and all other claims and rights of action of all kinds and descriptions, which each party has or may have against the other party, whether known or unknown, suspected or unsuspected, which were raised or might have been raised in connection with the expansion project and use thereof by female prisoners or female detainees.

7. The parties acknowledge that they are familiar with California Civil Code Section 1542, 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 AFFECTING HIS SETTLEMENT WITH THE DEBTOR."

Each of the parties hereby expressly waives the provisions of California Civil Code Section 1542, and further waives any rights they might have to invoke said provisions now or in the future with respect to the releases set out in the immediate preceding paragraph. The parties recognize and acknowledge that the factors which have induced them to enter into this Agreement may turn out to be false or different from what they had previously anticipated, and the parties expressly assume all of the risks and further expressly assume the risks of this waiver of California Civil Code 1542.

8. This Release affects claims which are disputed, and by executing the Agreement neither of the parties admits or concedes any of the claims, defenses, or allegations which were raised by the other party. Moreover, neither this Agreement nor any part of this Agreement, shall be construed to be or shall be admissible in any proceeding as evidence of or any admission by either party of any violation of law or any wrongdoing whatsoever. This document may be introduced, however, in any proceeding to enforce any of the terms of this Agreement itself.

9. This Agreement is executed and delivered in the State of California and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of California.


10. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby as long as the intent of the parties may be carried out and said illegal or invalid part, term or provisions shall be deemed not to be a part of this Agreement.

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11. In the event of suit brought to enforce any provisions of this Agreement, the prevailing party shall be paid reasonable attorney's fees and all costs incurred.

Dated: Oct 12, 1996

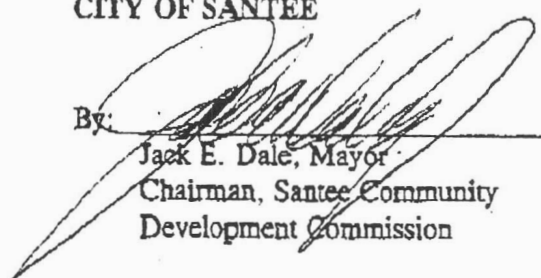
Approved as to form



City Attorney

CITY OF SANTEE

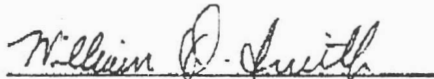
By:



Jack E. Dale, Mayor  
Chairman, Santee Community  
Development Commission

Dated: 9-17-96


Approved as to form



County Counsel 9-17-96

COUNTY OF SAN DIEGO

By:



Ron Roberts, Chairman  
Board of Supervisors



Appendix A

MITIGATION MONITORING PLAN

LA. COLINAS TEMPORARY EXPANSION PROJECT

The mitigation measure summarized below is included in the Final Environmental Impact Report for this project (Mitigation Measure 2A). In accordance with the requirements of the California Environmental Quality Act, the County has the responsibility to certify that all requirements of this measure have been met.

Signatures of each individual with responsibility to assure compliance with this mitigation measure will be required on this document.

| <u>Mitigation Measure</u>  | <u>When Required</u>  | <u>Responsibility</u>  |
|--|---|--|
| 1. Submittal of detailed landscape and irrigation plan   | within 60 days of Final EIR certification   | Sheriff's Dept. Representative                               |
| 2. Installation of landscape and irrigation systems  | Prior to use and occupancy of the women's work furlough building                      | Sheriff's Dept. Representative/County Construction Inspector |
| 3. Regular Maintenance Check; All landscaping shall be adequately watered and well maintained at all times. Removal and replacement of dead plant material is required for less than an 80% survival rate. | Quarterly for a 2 year period from the date of installation; and annually thereafter. | Sheriff's Dept. Representative                               |

The signatures below certify that the first alternative of mitigation measure No. 2A specified in the Final EIR has been completed. This form shall be signed by the responsible signator(s) and the Department of Planning and Land Use Representative upon completion and approval of each step of the mitigation measure listed above.

\_\_\_\_\_  
 Sheriff's Department Representative Date

\_\_\_\_\_  
 County Construction Inspector Date

\_\_\_\_\_  
 Department of Planning and Land Use Representative Date

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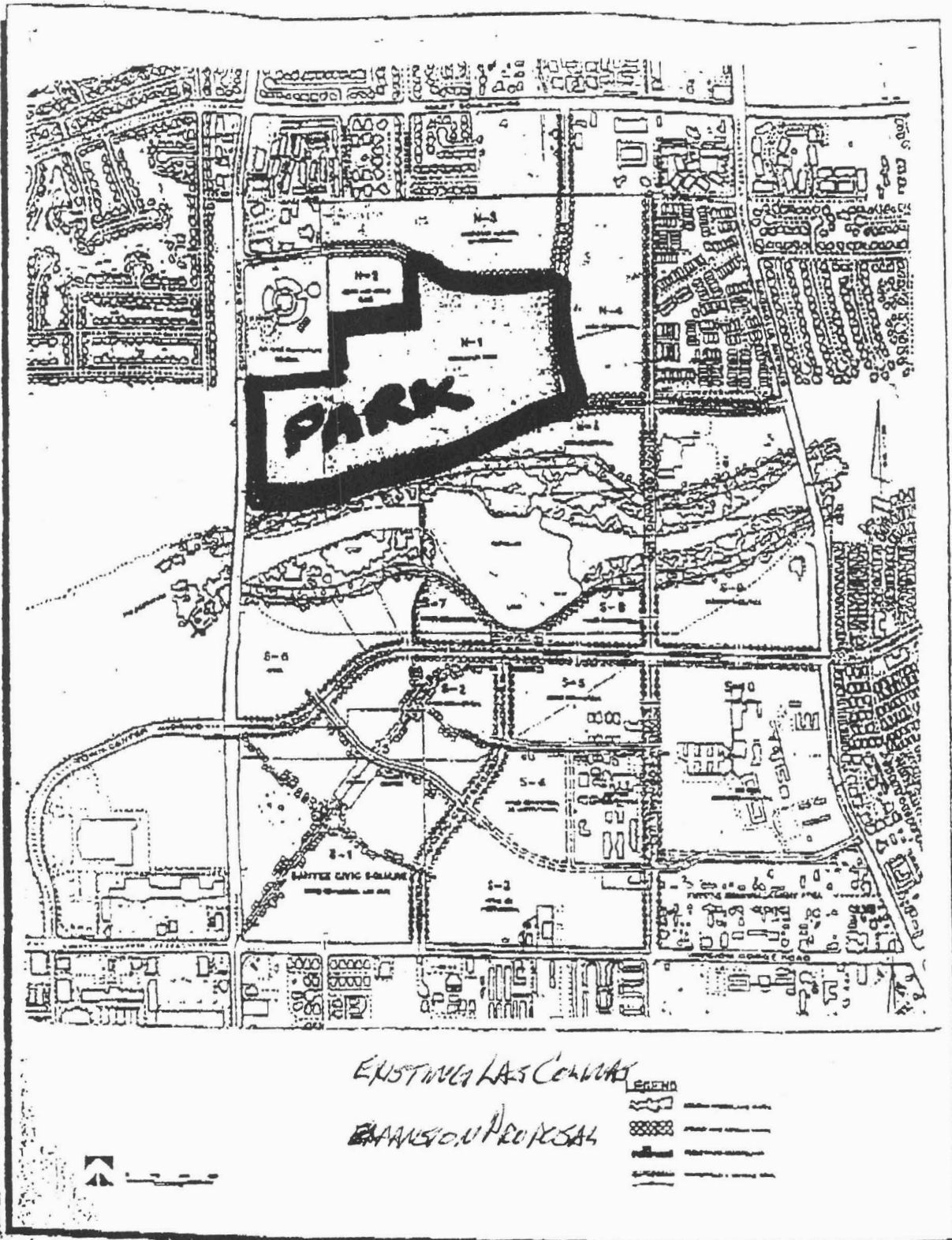


Figure 1

LAND USE & CIRCULATION PLAN

EXHIBIT "B"