

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (“Agreement”) is entered into effective on the last date signed below (“Effective Date”), by and between Malou Thompson (collectively, “Thompson”), and the City of Grass Valley (“City”), collectively referred to as “Parties,” on the following facts and circumstances:

RECITALS

A. On June 15, 2021, the City Planning Commission approved Development Review, Use Permit and Variance (19PLN-44) for the City of Grass Valley to develop a 32-space public parking lot and related facilities in the Neighborhood Center-Flex (NC-Flex) Zone, APN 008-410-007 (“Project”).

B. Thompson owns a residential property adjacent to the Project and had submitted objections to the Project and the City’s CEQA (California Environmental Quality Act) compliance during the administrative review of the Project.

C. On July 27, 2021, the City Council denied Petitioner’s appeal of the Planning Commission approval, and on July 28, 2021, the City filed a Notice of Exemption for the Project.

D. The Parties entered into a tolling agreement to toll the CEQA statute of limitations and engaged in settlement discussions to resolve Thompson’s concerns regarding the impacts of the Project on the neighborhood and on her property.

E. Thompson and the City have negotiated in good faith and reached a settlement, the terms of which are set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual promises, covenants and conditions herein made, the Parties hereto agree as follows:

TERMS OF AGREEMENT

1. The City will grade and compact a smooth transition to the existing parking area on the Thompson property as necessary at the same time the City property is graded for Project construction.

2. The City will record an easement deed granting a permanent access easement to Thompson as described in Exhibit A. The permanent easement area will include the sections identified in Exhibit A as “20’ wide access easement” and “added access easement area.”

3. The City will install a standard metal chain link fence with privacy slats along the back of the sidewalk within the City right of way. A 24-ft. wide opening will be left at the location of the existing driveway onto the Thompson property.

4. The City will relocate the proposed solar LED area light 15’ south of the Thompson property line towards the center of the parking lot, as noted on Exhibit A as “new area light location.”

5. The sewer line from the Thompson property across the Project property will be located and inspected by a qualified contractor, and the City will reimburse Thompson for the cost of a back flow preventer and access sweep with cover box in the area of the southeast corner of the Thompson property to facilitate any future maintenance or necessary repairs. The amount of that reimbursement is limited to the invoice from Craig Johnson Plumbing attached hereto as Exhibit B.

6. The City will install a 10-foot access gate to the Thompson property lower driveway. The gate will swing open away from the parking area and into the Thompson property. The City will create a level ground surface during construction of the Project to accommodate smooth opening of the gate.

General Provisions

7. Release of Costs and Attorneys' Fees. Parties hereby release each other from any costs and attorneys' fees incurred related to the matters to which this Agreement applies. Specifically, each party shall bear its own attorneys' fees and costs incurred prior to the Effective Date of this Agreement.

8. Waiver of Claims and Release. For and in consideration of the conditions stated herein, Thompson and the City, and their respective agents, heirs, legal representatives, attorneys, successors, and assigns, hereby irrevocably and unconditionally release, acquit and forever discharge the other Party, and the other Party's officers, employees, consultants, contractors, respective agents, attorneys, successors, and assigns, individually and collectively, from any and all lawsuits, claims, actions, demands, causes of action, damages, costs, fees, and disputes of any kind, nature, and character, known or unknown, past, present or future, which either Party has, or might have, against the other Party, arising out of or in any way connected with the Project and the administrative and environmental review for the Project. Without limiting the foregoing, each Party expressly waives the provisions of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9. Covenant Not to Sue. The Parties hereby agree never to commence, prosecute, or cause to be commenced or prosecuted against each other any action or proceeding based upon the matters to which this Agreement applies.

10. No Admissions. This Agreement does not constitute an admission by either Party. Both Parties are entering into this Agreement to avoid litigation and expense.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. All prior negotiations, understandings, terms, or conditions between and among the Parties are deemed merged into this Agreement.

12. Amendments. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action to enforce this Agreement will be Nevada County Superior Court.

14. Voluntary Agreement. The Parties represent that they have read this Agreement in full and understand and voluntarily agree to its provisions. The Parties further represent that they have, as of the date of execution of this Agreement, the legal authority and capacity to understand, agree to, and sign this Agreement on their own behalf and on the behalf of any entity for which they sign. The Parties further acknowledge and agree that they have been represented by competent legal counsel at all times relevant to this matter and have had an adequate opportunity to consult with and receive legal advice from said counsel prior to their execution of this Agreement.

15. Advice of Counsel. The Parties declare and represent that they are executing this Agreement with full advice from their respective legal counsel, that they intend that this Agreement shall be complete and shall not be subject to any claim of mistake, that the releases herein express a full and complete release and that, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete. Each party executes this Agreement with the full knowledge that this Agreement covers all possible claims to the fullest extent permitted by law.

16. Binding Effect. This Agreement is for the benefit of all and shall be binding on all Parties and their heirs, successors, and permitted assigns. Thompson's interest in this Agreement shall run with title to the parcel referenced in recital B above. Any other assignment or transfer of Thompson's interest in this Agreement shall require the City's written approval.

17. Notices. All notices or other documents to be provided pursuant to this Agreement shall be personally delivered, mailed, postage prepaid, or sent via nationally-recognized overnight courier as follows:

If notice to Thompson:

Malou Thompson
887 Wells Lane
Oroville, CA 95965
malou887@comcast.net

With a copy to:

Marsha A. Burch
Attorney at Law
131 S. Auburn Street
Grass Valley, CA 95945
mburchlaw@gmail.com

If notice to the City of Grass Valley:

Tim Kiser, City Manager
The City of Grass Valley
125 East Main St.
Grass Valley, CA 95945
Timk@cityofgrassvalley.com

With a copy to:

Michael G. Colantuono, City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140 |
Grass Valley, CA 95945-5091
mcolantuono@chwlaw.us

18. Warranty of Authority to Execute. Each Party hereto represents, warrants, and agrees that any person executing this Agreement has the full right and authority to enter into this Agreement on behalf of that Party and has the full right and authority to execute this Agreement and fully to bind that Party to the terms and obligations of this Agreement.

19. Severability. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

20. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

21. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, such that the signatures may appear on separate signature pages and shall be deemed effective when all Parties have signed this Agreement or any counterpart thereof. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement. Signatures may be given by emailed pdf format file or in other electronic form with the same force as original, wet signatures.

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22. No Third Party Beneficiaries. The performance of the respective obligations of the Parties are not intended to benefit any other party. Except as provided otherwise, no person not a Party to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement.

WHEREFORE, the undersigned execute this Agreement as follows:

Dated: March 28, 2022

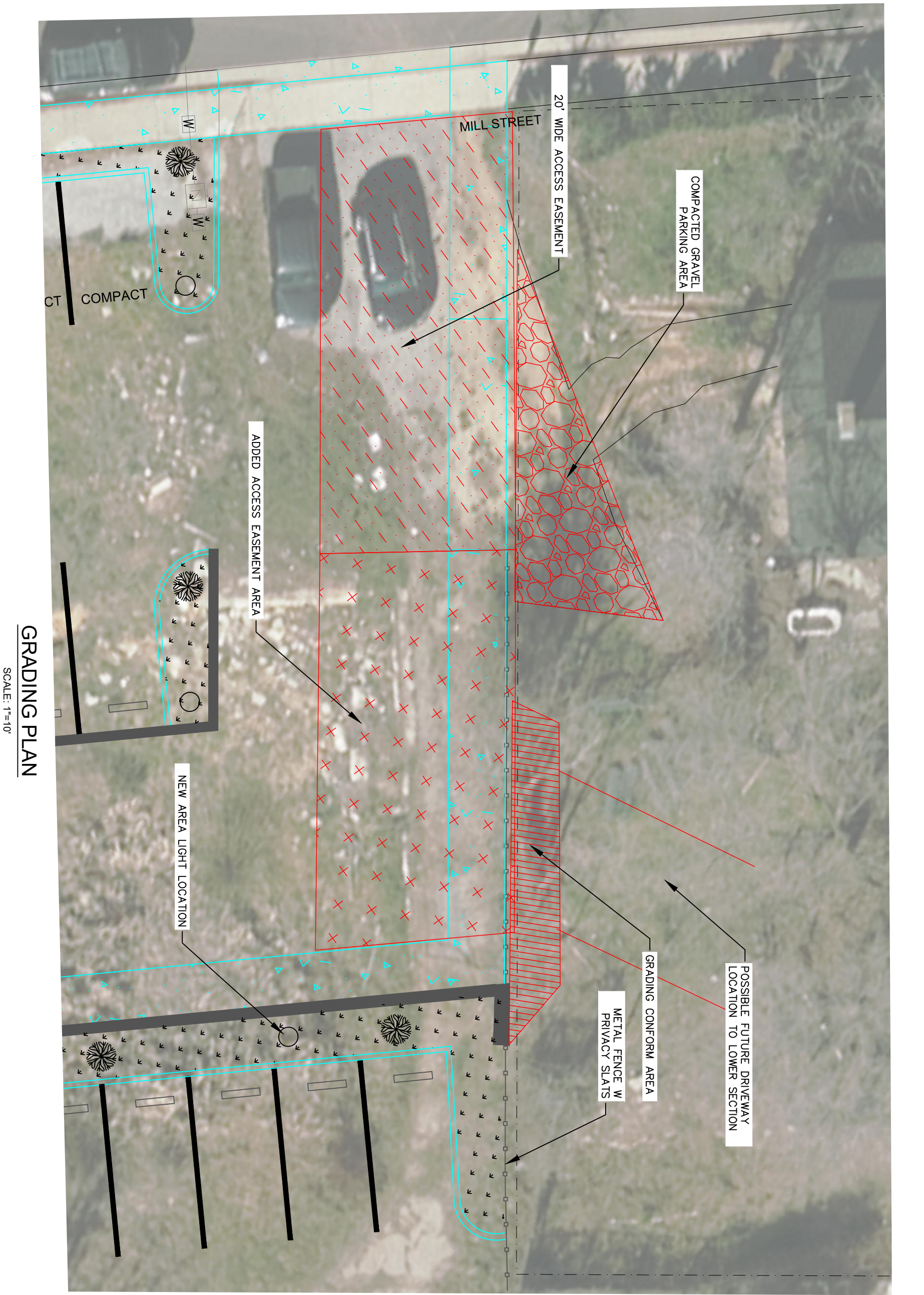
THOMPSON

By: 
Malou Thompson

Dated: _____, 2022

CITY OF GRASS VALLEY

By: _____
Tim Kiser, City Manager



GRADING PLAN
SCALE: 1"=10'

Exhibit A

Craig Johnson Plumbing, Inc.
PO BOX 748
CEDAR RIDGE, CA 95924
530-274-7275



BILL TO
Malou Thompson 305 Mill St Grass Valley, CA 95945

SHIP TO
Malou Thompson 305 Mill St Grass Valley, CA 95945

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
27127	03/14/2022	\$1,650.00	03/29/2022	Net 15	

SALES REP
MP

ACTIVITY	QTY	RATE	AMOUNT
Services Provided: Labor Dug up 3" main sewer line approx 2' down. Removed 30" of ABS pipe and installed new pop off two way clean out with 3" sewer backflow prevention device with 6" riser and 4" riser for flapper. Used 4 band shielded NH ferncos set to 80lbs. Ran water through cleanout checked for leaks and proper operations - all good. left sewer box at job ready for inspection	1	1,650.00	1,650.00

BALANCE DUE

\$1,650.00

\$1,650.00
* BAL. DUE PAID IN FULL ON
3/28/22 (MT)

Exhibit B

We also accept all major credit cards (4% additional convenience fee applies to the total amount due).