

RESOLUTION NUMBER R- 302526

DATE OF FINAL PASSAGE APR 19 2007

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING A SETTLEMENT IN THE CASE OF SAVE OUR FORESTS AND RANCLANDS V. CITY OF SAN DIEGO, ET AL. AND AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT IN CONNECTION THEREWITH.

WHEREAS, on April 13, 2006, a citizen group known as Save our Forests and Ranchlands (“SOFAR”) filed a petition for writ of mandate challenging the City’s compliance with the California Environmental Quality Act (“CEQA”) in its February 28, 2006, approvals of the Downtown Community Plan and subsequent implementing ordinances; and

WHEREAS, SOFAR claims in its petition that the Centre City Development Corporation (“CCDC”) and the City violated CEQA in two primary respects: (1) by failing to consider an adequate range of alternative transportation and transit options to the proposed Downtown Community Plan, and (2) by failing to adequately analyze and mitigate transportation and parking impacts; and

WHEREAS, through the course of settlement discussions, the parties have agreed that the most efficient way to examine such a transit alternative would be for CCDC to analyze it, at CCDC’s expense, in a separate, stand-alone Environmental Impact Report that the City Council could certify if it eventually gives its approval to such a transit alternative, all as more fully set forth in the attached Settlement Agreement marked as Exhibit “A” to this resolution and incorporated herein in its entirety as if set fully forth ; and

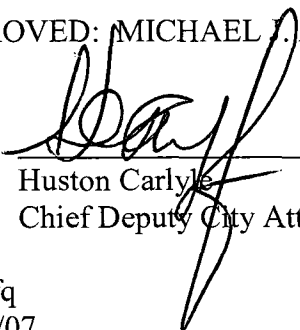
WHEREAS, through the course of settlement discussions, the parties have further agreed that upon payment to SOFAR of its attorneys' fees, SOFAR will execute and file a notice of dismissal of its petition with prejudice; NOW, THEREFORE,

BE IT RESOLVED by the Council of the City of San Diego as follows:

1. That the Settlement Agreement attached to this resolution as Exhibit "A" is hereby approved;
2. That the Mayor of the City of San Diego, or his authorized designee, is hereby authorized to execute said Settlement Agreement on behalf of the City; and
3. That the Council President, or his authorized designee, is hereby authorized to execute said Settlement Agreement on behalf of the San Diego City Council.
4. That entering into this Settlement Agreement is not a "project" and is therefore exempt from CEQA pursuant to State CEQA Guidelines Section 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



\_\_\_\_\_  
Huston Carlyle  
Chief Deputy City Attorney

HC:cfq  
03/26/07  
Or.Dept:RA  
R-2007-919  
Companion: RA-2007-89  
MMS#4588

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of APR 10 2007.

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 4.19.07  
(date)

  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

## SETTLEMENT AGREEMENT

THIS AGREEMENT TO SETTLE ONGOING LITIGATION REGARDING THE CITY OF SAN DIEGO'S DOWNTOWN COMMUNITY PLAN (the "Agreement") is entered into as of \_\_\_\_\_, 2007, by and between Petitioner SAVE OUR FORESTS AND RANCLANDS ("SOFAR"); and the following parties (collectively referred to as "Respondents"): the CITY OF SAN DIEGO (the "City"); CENTRE CITY DEVELOPMENT CORPORATION ("CCDC"); the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO (the "Agency"); and the SAN DIEGO CITY COUNCIL (the "Council"). This Settlement Agreement shall be effective on and after the date all Parties, or their authorized representatives, sign it (the "Effective Date"). SOFAR, City, Agency, Council and CCDC are sometimes referred to collectively below as the "Parties."

### RECITALS

A. On February 28, 2006, the San Diego City Council adopted the City of San Diego's Downtown Community Plan ("DCP") and certified the Final Environmental Impact Report ("FEIR") prepared by consultants under contract to CCDC. The DCP is a revision of the previously approved 1992 Centre City Community Plan.

B. On April 13, 2006, SOFAR filed a Petition for Writ of Mandate in the San Diego County Superior Court (Case No. GIC 864298) against the City, Agency, Council and CCDC challenging the approval of the DCP and the certification of the FEIR. SOFAR claims in its petition that the CCDC and the City violated the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) by failing to consider an adequate range of alternatives to the proposed the DCP and by failing to adequately analyze and mitigate transportation and parking impacts of the DCP. SOFAR had also elected to prepare the proposed record of proceedings, subject to eventual certification by the lead agency. (See Pub. Resources Code, § 21167.6, subd. (b)(2).) In accordance with Code of Civil Procedure section 1089.5, Respondents would have 30 days from certification of the record of proceedings to file their answer to SOFAR's Verified Petition for Writ of Mandate.

C. On April 20, 2006, counsel for SOFAR submitted a Public Records Act ("PRA") request to Respondents City and CCDC, requesting all documents that would comprise the record of proceedings for the DCP. The Parties recognized that the record of proceedings would be voluminous and would require significant time to assemble, organize, and certify, but the

Parties disagreed on who would bear the cost of preparation. The Parties, therefore, stipulated to suspend preparation of the record of proceedings and, effective May 10, 2006, to toll, for a reasonable time period, the statutory time periods for assembling and certifying the record of proceedings and for responding to the PRA request to allow time to conduct settlement negotiations without incurring potentially unnecessary record preparation costs. The Court endorsed this Stipulation and Order to Extend Time to Prepare and Certify the Record of Proceedings on May 25, 2006.

D. On May 31, 2006, pursuant to CEQA requirements, and in an effort to resolve their differences without further litigation, the Parties engaged in a settlement conference at the CCDC offices.

E. On July 24, 2006, as settlement discussions were continuing, the Parties agreed, by Stipulation and Order endorsed by the Court, to stay all proceedings during settlement discussions, effective May 10, 2006 until August 14, 2006. On August 8, 2006, the Parties stipulated to continue the stay of proceedings, effective May 10, 2006, and to suspend the California Environmental Quality Act ("CEQA") litigation deadlines while settlement discussions were progressing and would likely to lead to the ultimate resolution of the disputes underlying the litigation.

F. As and to the extent more fully described below, in exchange for SOFAR's agreement to dismiss this action with prejudice, CCDC agrees to initiate a study, via a subsequent Environmental Impact Report, analyzing SOFAR's proposal for a transit-oriented alternative to the DCP, as well as to pay reasonable attorney's fees to SOFAR.

G. Accordingly, the Parties enter into this Agreement to provide the procedures and framework for the analysis of SOFAR's proposal and to allow the continued implementation of the DCP to proceed without further legal action by SOFAR.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated by reference, and of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, IT IS HEREBY AGREED as follows:

The Transit-Oriented Alternative: The transit-oriented alternative proposed by SOFAR (hereinafter "Study") would identify opportunities: (a) to more efficiently manage downtown San Diego's transportation system, (b) to investigate funding options for specific transit improvements, and (c) to reduce significant transportation and parking impacts of the Downtown Community Plan.<sup>1</sup> The Transit-Oriented Alternative recognizes that a robust downtown transit system is critical to a successful regional transit network. For instance, SANDAG's Independent Transit Planning Review Services report (Dec. 2006) concluded that "The Downtown region is a key to the success of the regional transportation center. It is the major regional center and should be supported with an efficient, seamless and convenient transit system." (ITPRS report, p 2-28) As part of the Study, CCDC and its Consultant would consider the following components:

**A. Public Transit**

The goal of this component is to increase San Diego's existing transit mode share for workers and overall transit mode share by 2020. Such increases in transit use would serve to prevent an increase in automobiles traveling to downtown over the same time period. Specifically, the Study would analyze the following actions, and potentially, the funding necessary to support such actions:

1) **Maximize Coaster Service**

- a) Additional Coaster station to serve Petco Park, the Gas Lamp District and the Convention Center. Improvement would require the addition of a straight track. (Addition of a straight track will permit trains to be stopped and not hold up freight traffic.)
- b) Double-tracking systemwide to shorten running times from 36 minutes during peak weekday periods and two hours for off peak service to a least 20 minute peak and one-hour off peak.

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<sup>1</sup> The transit-oriented alternative is described as the "Complete Downtown Community Transportation Plan" in the July 2006 report by Smart Mobility, Inc., circulated among the parties to the instant litigation during the summer of 2006.

2) **Maximize Trolley Service**

- a) Feasibility to underground trolley downtown.
- b) Routing trains between Mission Valley and Downtown so users do not have to transfer at Old Town.
- c) Extend Bayside line beyond 12th/Imperial to Euclid (Orange line) to provide greater access to and from Southeast San Diego. Add a "loop option" with a special trolley circulating downtown (in one or two directions . . . ), with the aim of increasing capacity 25% downtown.
- d) Eliminate 5th Avenue station to facilitate transit flow.
- e) Construct station improvements to accommodate low-floor four-car trains between Old Town and Bayside lines
- f) Construct station shelters, hardscape, and landscape improvements at downtown trolley stations so they are attractive, welcoming, comfortable and user friendly. Develop typical improvements description for trolley stations, enhancing capacity and aesthetics.
- g) Additional low-floor trolley vehicles to handle growth.
- h) Install powered switches on various lines to turn back some trains at appropriate points during rush hour.
- i) Install a "global" Advanced Traffic Signal Management System to maximize capacity and efficiency.
- j) Add a third track to bypass certain stations during commute times to allow express operations.
- k) Add new trolley lines
- l) Reconnect B Street through Civic Center for better transit access and circulation.
- m) Study feasibility of BRT/LRT couplet on B and C Streets to increase capacity

3) **Improvements to Bus Service**

- a) Establish one or more transit corridors for trolley or Bus Rapid Transit, including the B/C street "couplet".
- b) Establish downtown terminals for bus lines heading to and from downtown. These terminals can eliminate the need for cross-town busses. Passengers can access their downtown destinations by foot, or transfer to a free shuttle (see below) or trolley line.
- c) Reinstate downtown bus routes that were removed because of lack of MTS funds. Assume TransNet funded, not "revenue constrained" improvements.
- d) Add one low floor bus per four busses on downtown routes for disabled access.
- e) Upgrade shelters, hardscaping, landscaping and passenger information at downtown stations so that they are attractive, welcoming, comfortable and user friendly.
- f) Provide signal priority treatments, queue jump lanes, transit lanes on key downtown transit streets to provide peak hour and priority access

4) **Downtown Shuttle Service**

Implement a downtown shuttle service. There needs to be prominent cross-town routes operating at 5-minute headways or less. The Denver Transit Mall is an example of a free, high-service downtown circulator, with headways of 125 minutes

Taking into account the bus and trolley improvements identified under items 2 and 3, above, examine and evaluate three shuttle scenarios:

- a) Figure 7-4 of Downtown Community Plan.



- b. The shuttle study completed by CCDC's graduate intern, Matt Lindsey, during the summer of 2005.
- c. The proposed route identified by the Shuttle Task Force in Fall 2005.

5) **Alternative Transportation Impact Fee**

Enact an ordinance to collect an alternative transportation impact fee for transit operations and streetscape improvements.

**B. Parking**

The goal of this component is to reduce the need for parking downtown. Specifically, the Study would analyze the following actions:

- 1) Elimination of the Community Plan's minimum parking requirements.
- 2) Institution of parking maximums. For example, Boston, Manhattan, and San Francisco all have implemented parking maximums in order to reduce congestion and free up land and capital for more productive uses.
- 3) Charging market price for on-street (i.e., curb) parking.
- 4) Unbundling residential off-street parking (i.e., selling the parking separately from the residential unit).
- 5) Including expanded parking at Coaster and Trolley stations as assumptions in model runs.
- 6) Pricing publicly-owned garages at market rates and evaluating privatization of these garages.

**C. Transportation System Management/Pedestrian and Bicycles**

The goal of this component is to develop a detailed transportation system management ("TSM") plan, which will provide additional mechanisms to manage downtown San Diego's transportation system efficiently. Specifically, the Study would analyze the following actions:

- 1) Design street elements such as wide sidewalks, marked crosswalks, landscape buffers, bikeways, street trees, pedestrian scale lighting, benches, and corner curb extensions.
- 2) Identify downtown streets for reallocation of street right-of-way by converting travel lanes to bicycle lanes, landscaped medians, wider sidewalks, and/or parking lanes (also known as "street diets").
- 3) Identify and fill gaps in the pedestrian network.
- 4) Enhance streetscapes along transit corridors and redesign bus stops.
- 5) Provide complete bicycle network throughout downtown.
- 6) Provide bicycle access to Downtown from National City.
- 7) Provide bicycle parking and showers/lockers at the Coaster/Santa Fe Depot station and at major bus terminal facilities.

#### **D. Phasing of Development**

The goal of this component is to ensure that downtown development does not outpace the transportation infrastructure that supports it. The Study would analyze a plan for phasing of downtown development commensurate with the provision of necessary transportation improvements, including additional public transit. Such an analysis could compare this plan to phasing programs adopted by other cities.

a. *Preparation of Study.* Although the Parties do not intend to create a requirement that the City Council rescind the approved DCP or adopt the Proposed Transit-Oriented Alternative to the DCP, and this Settlement Agreement shall not be construed as implying any such obligations, the CCDC shall, in good faith, take all steps necessary to cause the preparation of the Study and the presentation of the Study to the City Council for consideration, as follows:

i. *New EIR.* The Parties agree that the environmental review of the Proposed Transit-Oriented Alternative will be performed via an Environmental Impact Report ("EIR"), prepared under the California Environmental Quality Act, which is new and separate from the EIR certified in February 2006 for the DCP. The CCDC will take all necessary steps, in

good faith, to cause the preparation of a new EIR to be initiated. CCDC agrees to ask EDAW's San Diego office, with whom CCDC has an on-call contract, to prepare the EIR, and in particular, to ask EDAW to assign the task of managing the EIR preparation to Bobbette Biddulph, if she is available.

ii. *Study Consultants*. The Parties agree that the consultant(s) and any sub-contractor(s) chosen to develop the details and parameters of the Transit-Oriented Alternative will be selected by the process identified in subparts (a)-(d) immediately below.

a. CCDC will send Requests for Qualifications (RFQs) to the following individuals, and to any other individuals who request an RFQ, if both CCDC and SOFAR agree those individuals are both qualified and acceptable to be considered:

- i. John Bonsall, McCormick Rankin International
- ii. Ellen Greenberg, Freedman Tung & Bottomley
- iii. Jeffrey Tumlin, Nelson Nygaard
- iv. Philip Erickson, Community Design + Architecture
- v. Randy McCourt, DKS
- vi. John Gard/Fred Choa, Fehr & Peers
- vii. Walter Kulash, Glatting Jackson Kercher Anglin
- viii. Alan Hoffman (as a potential subconsultant)
- ix. Francis Cuillier
- x. Robert Cervero, UC Berkeley (as a potential sub-consultant)

b. Once the deadline for receipt of responses to the RFQs has passed, CCDC will provide copies of all responses to SOFAR. The Parties will then confer regarding their preferences for the consultants and attempt to agree on which respondents to invite for selection interviews at CCDC, based on selection criteria the Parties will attempt to develop together; however, if the Parties cannot reach mutual agreement on the selection criteria and/or the final interview list, CCDC retains the right to unilaterally select respondents to invite for interviews.

- c. CCDC will use its best efforts to schedule the interviews to be held in a sequential, efficient manner, and will inform SOFAR of the interview schedule as soon as one is set. CCDC will interview all respondents who accept an invitation, and SOFAR will be afforded an opportunity to conduct separate interviews of only the same consultants on the same day.
- d. At the conclusion of the interview process, the Parties will confer and attempt to reach agreement on the final selection of the consultant(s) and subconsultant(s). The Parties agree CCDC will have the authority to make the final selection(s) from the list; however, and only if there are four or more potential consultants interviewed, SOFAR will be afforded a single peremptory challenge, should it wish to disqualify one interviewed consultant prior to final selection by CCDC.

iii. *Draft Review.* The Parties agree that SOFAR is authorized to review any and all administrative drafts of the Transit-Oriented Alternative and/or the alternative's components, after such drafts have been reviewed internally by CCDC staff and approved for release to SOFAR by CCDC's attorneys. SOFAR also has the right to submit comments on these administrative drafts to the Study consultant through CCDC. Public-review drafts of the Transit-Oriented Alternative that have been finalized through CCDC's and the Study consultant's screencheck process and approved for release by CCDC's attorneys shall be made available to the public upon request and shall be provided to SANDAG, and public comments received will be forwarded to consultant through CCDC. However, SOFAR agrees to defer to the Study consultant(s) on any and all final conclusions of the Study.

iv. *Completion of Study.* The Parties agree to take all necessary steps, in good faith, to ensure that the preparation of the Transit-Oriented Alternative by the Study Consultant is completed within six (6) months of the Effective Date of this Agreement.

v. *Preparation of EIR.* The Parties further agree to take all necessary steps, in good faith, to ensure the preparation of the EIR to analyze the Transit-Oriented Alternative shall begin as soon as possible after the completion of the Study, and if feasible, before a final version of the Transit-Oriented Alternative is ready, but in no event shall the

commencement of the preparation of the EIR begin later than thirty (30) days after the Study is complete. For the purposes of this agreement, "commencement of the preparation of the EIR" does not mean the date that a Notice of Preparation ("NOP") is issued, but rather, the preliminary consultations with the EIR consultant regarding project scope and description, scheduling, and other initial steps necessary for the preparation of an NOP, and ultimately, the EIR.

vi. *Public Review & Input Process.* The publication of the Draft EIR shall commence the public review and input process through which interested persons, including SOFAR, can offer the City Council their input on the Transit-Oriented Alternative and the EIR. CCDC shall also provide a copy of the Draft EIR to SANDAG.

vii. *Submission of Study and EIR to City Council.* The CCDC shall use its best efforts to ensure that, within ninety (90) days after the Final EIR is completed, the Transit-Oriented Alternative and Final EIR will be presented to the City Council for its consideration. Because CCDC must also first present the Transit-Oriented Alternative and Final EIR to its Board of Directors, Centre City Advisory Committee, and the City Planning Commission, any failure to complete this process within ninety (90) days after CCDC has employed its best efforts to complete these steps in a timely fashion, shall not be held to be a material breach of this agreement.

viii. *Action by Council.* Following the public review and input process, the City Council may approve, reject or modify the Transit-Oriented Alternative and/or the conclusions of the Final EIR.

2. Other Obligations.

a. *Dismissal of Action by SOFAR.* On the Effective Date, the Action shall be deemed settled and SOFAR shall, within five (5) business days of payment of attorney's fees pursuant to paragraph 3 subsection b, below, execute and file a Request for Entry of Dismissal with Prejudice of Case Number GIC 864298 at the San Diego County Superior Court. The Entry of Dismissal with Prejudice shall have the effect of dismissing the Action against all of the Parties named in the Action, and, pursuant to Public Resources Code section 21167.2, the FEIR certified on February 28, 2006 for the DCP shall "be conclusively presumed to comply with the provisions of [CEQA] for purposes of its use by responsible agencies, unless the provisions of Section 21166 are applicable." The Parties agree that it is a condition precedent to the effectiveness of the Agreement that the trial court, in response to said motion, enter an order.

reserving jurisdiction to enforce the Agreement pursuant to Code of Civil Procedure § 664.6, unless the trial court, for whatever reason, will not sign the proposed order reserving jurisdiction, as described immediately below. The Parties agree to submit a proposed order reserving jurisdiction in the trial court pursuant to a Stipulation and Order substantially in the following form:

Petitioner and Respondents have entered into a Litigation Settlement Agreement and Release (the "Agreement"), a copy of which is attached hereto as Exhibit 1.

The Agreement includes terms anticipating that the trial court enter an order reserving jurisdiction to enforce the Agreement pursuant to C.C.P. § 664.6.

The Court is authorized to reserve jurisdiction to enforce the Agreement pursuant to C.C.P. § 664.6 upon written request of the parties as provided in *Wackeen v. Malis* (2002) 97 Cal.App.4th 429, 439-441.

THEREFORE, it is hereby STIPULATED by Petitioner and Respondents that, and Petitioner and Respondents hereby jointly request that, this Court reserve jurisdiction to enforce the Litigation Settlement Agreement pursuant to C.C.P. § 664.6 and this written stipulation of the parties.

In the event that, for whatever reason, the trial court does not grant the Petitioner's motion to enter the proposed order described immediately above, and thus declines to make this Agreement enforceable pursuant to Code of Civil Procedure § 664.6, the Agreement shall instead be enforceable by either party through the filing of new litigation alleging a breach of the Agreement.

b. *Attorney's Fees*. CCDC shall pay to SOFAR, within thirty (30) days after the Effective Date of this Agreement, attorney's fees and costs incurred by SOFAR in connection with the litigation and settlement of this Action (Case No. GIC 864298) in the sum of **\$60,613.00** by check made jointly payable to SOFAR and the law firm of Shute, Mihaly & Weinberger LLP. If CCDC accepts this offer without change, SOFAR waives any right to seek recovery of any additional money from Respondents, or any of them, in connection with the dismissed claims. Respondents shall bear their own attorneys' fees and costs.

c. *Press Strategy*. The Parties agree to cooperate to prepare and issue a joint press release regarding the terms of this agreement, to be provided to the press upon the filing of the Request for Entry of Dismissal with Prejudice.

d. *Sole and Final Agreement.* Except as otherwise specifically provided herein, this Agreement is intended to be and is the final expression of the Agreement between the Parties with respect to the subject matter of this Agreement, and supersedes and fully and completely extinguishes any prior understandings or agreements by or between the Parties, whether oral or written, express or implied

e. *Warranty of Authority.* Each party warrants that the execution of this Agreement, and the covenants, representations, warranties, promises, and releases created hereunder have been duly authorized by all necessary corporate, partnership, or other necessary action and that the persons signing this agreement have full authority to do so.

f. *Mutual Cooperation.* The Parties agree to cooperate in good faith to carry out the provisions and intent of this Agreement, including the timely execution and delivery of any other documents necessary to carry out its provisions. Each of the Parties shall execute and deliver to the others all such other further instruments and documents, and take all other such actions, as may be reasonably necessary to carry out the terms and provisions of this Agreement and secure to the others the full and complete enjoyment of their respective rights and privileges hereunder. The parties agree to meet and confer in good faith to try to resolve any conflicts arising under this Agreement prior to bringing any actions in court to enforce the Agreement.

g. *Changes in State Law.* In the event legislation is adopted in the state of California that materially affects this Agreement, SOFAR agrees to meet and confer with Respondents with respect to such legislation, and to cooperate to implement to the extent practicable (and without increasing the Respondents' obligations hereunder), means by which the Respondents' obligations hereunder may be deemed to satisfy the requirements of such legislation as a whole or in part.

h. *Notices.* Except as otherwise specifically set forth herein, all notices or other communications specifically required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, or sent by reputable overnight courier (such as Fed Ex), or by telefacsimile with copies sent by overnight courier or U.S. Postal Service the following day, to the addresses or telefacsimile numbers set forth below. Any Party may at any time change its address or telefacsimile number for the delivery of notice upon five (5) days' written notice to the other Parties.

SAVE OUR FORESTS AND RANCLANDS

c/o Ms Rachel B. Hooper  
c/o Ms. Catherine C. Engberg  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102  
Telephone: (415) 552-7272  
Telefacsimile: (415) 552-5816

CENTRE CITY DEVELOPMENT CORPORATION

Nancy Graham  
President & Chief Operating Officer  
225 Broadway, Suite 1100  
San Diego, CA 92101  
Telephone: (619) 235-2200  
Telefacsimile: (619) 235-9148

CITY OF SAN DIEGO

Michael J. Aguirre, City Attorney  
Huston Carlyle, Chief Deputy City Attorney  
Office of the City Attorney  
Civic Center Plaza  
1200 Third Avenue, Suite 1100  
San Diego, California 92101  
Telephone: (619) 236-6220  
Telefacsimile: (619) 533-5856

With copies to:

LOUNSBERY FERGUSON ALTONA & PEAK, LLP

Helen H Peak  
960 Canterbury Place, Suite 300  
Escondido, California 92025-3836  
Telephone: 760-743-1201  
Telefacsimile: 760-743-9926

REMY, THOMAS, MOOSE, and MANLEY, LLP

Sabrina V. Teller  
455 Capitol Mall, Suite 210  
Sacramento, California 95814  
Telephone: (916) 443-2745  
Telefacsimile: (916) 443-9017



COAST LAW GROUP, LLP  
Marco Gonzalez  
169 Saxony Road, Suite 204  
Encinitas, California 92024  
Telephone: (760) 942-8505  
Telefacsimile: (760) 942-8515

i. *Third Party Beneficiaries*. Nothing in this Agreement shall be construed to confer any rights or impose any obligations upon any person or entity not a Party to this Agreement.

j. *Execution in Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument, having the same force and effect as if a single original had been executed by all Parties. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signed documents, which facsimile copies or counterparts shall be binding upon the Parties.

k. *Time of the Essence*. Time is of the essence for this Agreement.

l. *Interpretation; Governing Law*. This Agreement shall be interpreted, and the rights and the duties of the Parties shall be determined, in accordance with the laws of the State of California, as applied to contracts entered into and performed (or capable of performance) in California by California persons or entities.

m. *Headings; Cross-References*. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents.

n. *No Duress*. This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part of, or on behalf of any of them. Each of the Parties to this Agreement has read and fully understands the meaning of each provision of this Agreement and has relied on the independent advice and representation of legal counsel in entering into this Agreement.

o. *Successors and Assigns.* The terms and conditions of this Agreement shall be binding upon and insure to the benefit of the Parties. SOFAR's rights and obligations hereunder may not be assigned

p. *Construction.* This Agreement has been reviewed by legal counsel for all Parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or application of this Agreement

q. *Equitable Relief.* Because the amount of damages in the event of a breach of this Agreement may be difficult or impossible to determine, the obligations of the Parties shall be enforceable by specific performance or other equitable relief, in addition to any other available remedy.

r. *Denial of Wrongdoing and Liability.* This Agreement pertains to disputed claims and does not constitute an admission of liability by the Respondents, or any of them. Neither this Agreement nor the fact that it has been entered into shall be construed as an admission of liability nor shall anything contained within this Agreement be construed or deemed to be evidence of any admission of any liability or wrongdoing whatsoever, or of any allegation made in the Action. It is expressly understood that Respondents deny any such liability or wrongdoing.

4. Effective Date. This Agreement shall become effective upon execution by all parties, or their authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date hereinafter written.

SAVE OUR FORESTS AND  
RANCHLANDS

Dated: 3/5/07

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

Duncan McFetridge

Its: \_\_\_\_\_

President

CENTRE CITY DEVELOPMENT CORPORATION

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

\_\_\_\_\_

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

Its: \_\_\_\_\_

CITY OF SAN DIEGO

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

\_\_\_\_\_

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

Its: \_\_\_\_\_

SAN DIEGO CITY COUNCIL

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

\_\_\_\_\_

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

Its: \_\_\_\_\_

REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO

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

\_\_\_\_\_

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

Its: \_\_\_\_\_

