

1 Mark Stamas and Judy Castles ("Plaintiffs"), the County of Madera and the Board of Supervisors
2 of the County of Madera (collectively "County"), and Gerald Houston and Linda Barlow ("Houstons"),
3 by and through their undersigned attorneys of record, hereby stipulate that the below Judgment be
4 entered in settlement of Stamas v County of Madera, et al., (U.S.D.C. E.D. Cal. Case No. 1:09-cv-
5 00753) (the "Case"):

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

7 1. On April 27, 2009, Plaintiffs filed a Complaint in U.S. District Court, Eastern District,
8 titled *Stamas v. County of Madera, et al.*, E.D. Cal. Case No.: 1:09-cv-00753 (hereinafter the
9 "Complaint"). Plaintiffs sought to recover for damages allegedly arising from and caused by the subject
10 events as described in the Complaint, the First Amended Complaint, the Second Amended Complaint,
11 Third Amended Complaint and the Houston counter-claim filed on July 1, 2009 (hereinafter collectively
12 referred to as the "Incident").

13 2. Plaintiffs own property in Madera County, CA, known as Lot 38 of Subdivision No. 4
14 in Cascadel Woods Subdivision ("Cascadel Woods").

15 3. Houstons own property in Madera County, CA, known as Lot 1 of Tract No. 119,
16 Cascadel Woods Subdivision No. 4. Lot 1 is described on Exhibit A.

17 4. Plaintiffs' property is east of Lot 1 and is accessed by use of an approximate 12 foot wide
18 public road ("Road"), a portion of which crosses Lot 1, as shown on Exhibit B to Document No.
19 2007023583 recorded in Madera County Records on June 20, 2007.

20 5. Houstons and the County entered into Madera County Contract No. 8253-C-2006 dated
21 December 12, 2006 ("2006 Contract"), in settlement of litigation known as Houston v. Stamas, et al.,
22 Madera County Superior Court Case No. SCV 005012. The 2006 Contract was between the Houstons
23 and County only; the other parties to Case no. SCV 005012 were not parties to the 2006 Contract.

24 6. The 2006 Contract provided that the Houstons would have the exclusive responsibility
25 to maintain the portion of the Road that crosses Lot 1.

26

1 7. The 2006 Contract is hereby modified to provide that the Houstons shall have a non-
2 exclusive right to maintain the Road.

3 8. The 2006 Contract is hereby modified to provide that the Houstons are not obligated to
4 maintain the Road; and said Contract is further modified as follows: (a) the Road shall not be gated or
5 public access impeded; and (b) no fencing along the Road where it crosses Lot 1 shall be installed which
6 impedes widening to 18 feet.

7 9. Plaintiffs are declared to have a non-exclusive right to maintain the Road.

8 10. Plaintiffs are declared to have the right, subject to all County, State, federal, and other
9 applicable rules, regulations and laws of any agency or entity with jurisdiction, to widen the Road from
10 12 to 18 feet aligned with the centerline crossing Lot 1 shown on Exhibit B attached hereto, said width
11 being intended to conform to Public Resources Code § 4290 and regulations at 14 Cal. Code Regs. §§
12 1273.01 and 1270.02 or any successor legislation or regulations.

13 11. Road maintenance by any party other than the County is declared subject to the
14 following: (a) maintenance includes grading and graveling the Road surface not less than twice
15 annually, as necessary to keep the Road passable and in a safe and usable condition, but does not include
16 improvement or expansion of the Road; (b) maintenance shall include cleaning/clearing of existing
17 drainage ditches but shall not include the alteration of any existing drainage patterns or drainage
18 features; (c) maintenance shall be conducted during normal business hours Monday through Friday
19 between the hours of 8:00 a.m. and 5:00 p.m. absent exigent circumstances that require immediate
20 attention at different times or days; (d) maintenance by Plaintiffs shall be on one week (7 day) notice
21 to the owners or occupiers of Lot 1, provided that the one week time period can be reduced to as little
22 as one day if exigent circumstances exist that require immediate attention, with such notice being actual
23 notice whenever possible (e.g., mailing, e-mailing, personal delivery, etc.); (e) Plaintiffs shall use their
24 best efforts to ensure that all maintenance or activities incidental thereto be performed within the 18 foot
25 space identified in paragraph 10; (f) any party maintaining the Road shall be required to obtain any
26 permits, if required by the Madera County Code; (g) any maintenance on the Road by any party other

1 than the owners of Lot 1 must not compromise in any way the water contained in the spring on Lot 1
2 or damage the water pipes that run under the Road from the spring to the water tank on Lot 1; (h) any
3 work performed on the Road by anyone other than the owners of Lot 1 must not cause any corrosion
4 or collapse of the bank on the uphill (south) side of the Road and that if Plaintiffs cause any such
5 damage, it shall be Plaintiffs' sole responsibility to immediately repair any such damage; (I) any trees
6 cut, removed or damaged by Road work on Lot 1 remain the property of the owners of Lot 1; (j) the
7 owners of Lot 1 shall not be responsible for paying for any maintenance on the Road or work done to
8 widen the Road performed by Plaintiffs or anyone else, absent prior signed written consent from the
9 owners of Lot 1 to contribute towards the costs.

10 12. The Quitclaim recorded as Document Number 2007017707, Madera County Records,
11 on June 7, 2007, is hereby declared void.

12 13. The Offer of Dedication recorded as Document Number 2007023583, Madera County
13 Records, on June 20, 2007, is hereby declared void.

14 14. Plaintiffs shall record a notice of withdrawal of lis pendens on Lot 1 within 15 business
15 days of entry of this judgment and provide a copy to Houstons upon receipt of same upon return from
16 the County Recorder.

17 15. All claims of all parties are hereby dismissed with prejudice.

18 16. All parties shall bear their own fees and costs, except that the County shall pay a
19 Settlement Payment of \$95,000.00 to Griswold, LaSalle, Cobb, Dowd, and Gin within 15 business days
20 of entry of this Judgment.

21 17. The parties' respective counsel hereby represent and warrant that they have the full
22 power and authority to bind their clients to this Judgment and that their clients have had this Judgment
23 and its effects explained to them by their respective counsel. Each party has represented that they
24 consent to the entry of Judgment Pursuant to Stipulation and that said consent was not given under
25 duress or coercion.

26

1 18. All parties hereby waive any rights they may have to appeal this Judgment or the June
2 14, 2011 "Orders on Motions for Summary Judgment or in the Alternative Summary Adjudication."

3 19. Any party may record this Judgment at his, her or its expense.

4 20. For and in consideration of the Settlement Payment and this Judgment, Plaintiffs
5 completely and without limitation release and forever discharge Defendants, including Defendants'
6 insurance company, agents, employees and attorneys of record, of and from any and all past, present or
7 future: (A) causes of action; (B) claims, including, but not limited to, claims for damages, claims for
8 indemnity, claims for contribution and claims for reimbursement; (C) legal or equitable rights and/or
9 obligations; and (D) expenses, costs and/or fees (hereinafter, the "Released Rights"), which presently
10 exist in connection with the aforesaid Incident. Plaintiffs expressly agree and acknowledge that this
11 Release constitutes a general release and that the aforementioned Released Rights shall be broadly
12 construed to include and apply to all rights of action without limitation. Plaintiffs understand, agree and
13 acknowledge that as further consideration and inducement for this Judgment that the Released Rights
14 shall apply to all unknown, unanticipated, and unsuspected injuries and/or damages resulting from or
15 in any way related to the Complaint and the underlying Incident. Plaintiffs expressly agree that the
16 Released Rights shall include all rights under section 1542 of the Civil Code of California which are
17 hereby expressly waived, and it is understood that section 1542 provides as follows:

18 **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES**
19 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
20 **THIS RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED**
21 **HIS OR HER SETTLEMENT WITH THE DEBTOR."**

22 Plaintiffs certify that they have read *section 1542 of the Civil Code*, set out herein. Plaintiffs understand
23 and acknowledge that the significance and consequence of this waiver of *section 1542 of the Civil Code*
24 is that even if Plaintiffs should eventually suffer additional damages arising out of the above-described
25 Incident, Plaintiffs will not be permitted to make any claim for those damages. Plaintiffs further
26 acknowledge that Defendants intend these consequences even as to claims for injury and/or damages

1 that may exist as of the date of entry of this Judgment but which Plaintiffs do not know exist, and which,
2 if known, would materially affect Plaintiffs' decision to enter into this Judgment, regardless of whether
3 Plaintiffs' lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.
4 Plaintiffs knowingly and voluntarily assume the risks that the facts or law may be different than what
5 Plaintiffs presently believe.

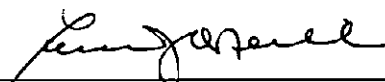
6 21. For and in consideration of the Settlement Payment and this Judgment, Defendants
7 completely and without limitation release and forever discharge Plaintiffs, including Plaintiffs' agents,
8 employees and attorneys of record, of and from any and all past, present or future: (A) causes of action;
9 (B) claims, including, but not limited to, claims for damages, claims for indemnity, claims for
10 contribution and claims for reimbursement; (C) legal or equitable rights and/or obligations; and (D)
11 expenses costs and/or fees (hereinafter, the "Released Rights"), which presently exist in connection with
12 the aforesaid Incident. Defendants expressly agree and acknowledge that this Release constitutes a
13 general release and that the aforementioned Released Rights shall be broadly construed to include and
14 apply to all rights of action without limitation. Defendants understand, agree and acknowledge that as
15 further consideration and inducement for this Judgment that the Released Rights shall apply to all
16 unknown, unanticipated, and unsuspected injuries and/or damages resulting from or in any way related
17 to the Complaint and the underlying Incident. Defendants expressly agree that the Released Rights shall
18 include all rights under section 1542 of the Civil Code of California which are hereby expressly waived,
19 and it is understood that section 1542 provides as follows:

20 **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES**
21 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
22 **EXECUTING THIS RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE**
23 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

24 Defendants certify that they have read *section 1542 of the Civil Code*, set out herein. Defendants
25 understand and acknowledge that the significance and consequence of this waiver of *section 1542 of*
26 *the Civil Code* is that even if Defendants should eventually suffer additional damages arising out of the

1 above-described Incident, Defendants will not be permitted to make any claim for those damages.
2 Defendants further acknowledge that Defendants intend these consequences even as to claims for injury
3 and/or damages that may exist as of the date of entry of this Judgment but which Defendants do not
4 know exist, and which, if known, would materially affect Defendants' decision to enter into this
5 Judgment, regardless of whether Defendants' lack of knowledge is the result of ignorance, oversight,
6 error, negligence, or any other cause. Defendants knowingly and voluntarily assume the risks that the
7 facts or law may be different than what Defendants presently believe.

8 DATED: July 19, 2011

9
10 
11 UNITED STATES DISTRICT JUDGE

12 APPROVED AS TO FORM:

13 DATED: July 15, 2011.

GRISWOLD, LaSALLE, COBB,
DOWD & GIN L.L.P.

14
15 By: /S/ Raymond L. Carlson
Raymond L. Carlson, Attorneys for Plaintiffs

16 DATED: July 15, 2011.

EMERSON, COREY, SORENSEN
CHURCH & LIBKE

17
18 By: /S/ Andrew W. Sorensen
19 (As authorized 7/15/11)
Andrew W. Sorensen, Attorneys for County of Madera
20 and Board of Supervisors of the County of Madera

21 DATED: July 15, 2011.

McCORMICK, BARSTOW, SHEPPARD, WAYTE &
CARRUTH

22
23 By: /S/ Scott M. Reddie
24 (As authorized 7/15/11)
Scott M. Reddie, Attorneys for Gerald Houston and
25 Linda Barlow

26 C:\WINDOWS\Temp\notes101AA\STIP JUDG 8.wpd

1 EXHIBIT A

2 Madera County Assessor's Parcel Number (APN) 060-480-009, County of Madera, State of California,
3 more fully described as follows:

4 PARCEL NO. 1:

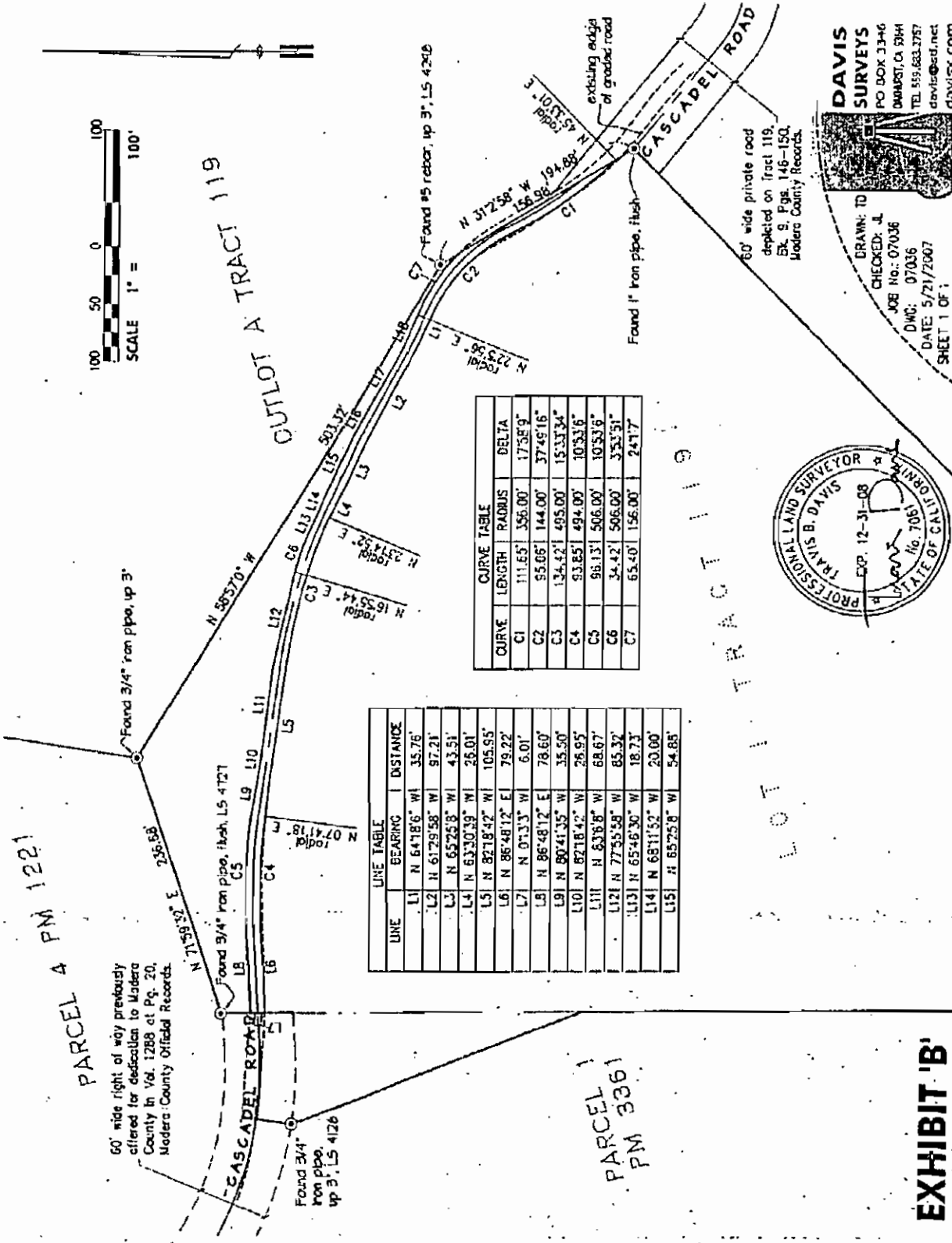
5 LOT 1 of Tract No. 119, Cascadel Woods Subdivision No. 4, according to the map
6 thereof recorded August 5, 1963 in Book 9 of Maps, at pages 146-150, inclusive,
7 Madera County Records.

8 EXCEPTING THEREFROM any portion which may lie within the boundaries of the 60
9 foot road right of way offered to the County of Madera for dedication to public use by
10 Cascadel Ranch Properties, Inc., in Offer of Dedication recorded July 11, 1969 in Book
11 1038 of Official Records, page 466, Madera County Records, Document No. 7595.

12 PARCEL NO. 2:

13 All that portion of the West 2000 feet of the S ½ of Section 16, Township 8 South,
14 Range 23 East, M. D.B.&M., described as follows:

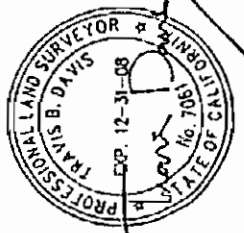
15 Beginning at the eastern terminus of the centerline of that certain road right-of-way
16 offered for dedication to the County of Madera as recorded in Book 1288 of Official
17 Records, at page 20, Madera County Records, thence along said centerline South 87° 40'
18 24" West 32.89 feet; thence 59.09 feet on the arc of a 300 foot radius curve to the right
19 with a central angle of 11° 17' 08"; thence South 08° 57' 32" West 30.00 feet on a radial
20 bearing to the southerly boundary of said right-of-way; thence South 20° 00' 00" East
21 272.51 feet, more or less, to a point which lies on the Westerly boundary of Lot 1 of
22 Cascadel Woods Subdivision No. 4, as recorded in Book 9 of Maps at pages 146 to 150,
23 Madera County Records; thence North 00° 39' 09" East 283.65 feet along said Westerly
24 boundary of said Lot 1 to the point of beginning.
25
26



100 50 0 100'
SCALE 1" = 100'

LINE	BEARING	DISTANCE
L1	N 64°18'6" W	35.76'
L2	N 61°29'58" W	97.21'
L3	N 65°25'8" W	43.51'
L4	N 63°30'39" W	26.01'
L5	N 87°18'42" W	105.95'
L6	N 86°48'12" E	79.22'
L7	N 07°3'3" W	6.01'
L8	N 86°48'12" E	78.60'
L9	N 80°41'35" W	35.50'
L10	N 87°18'42" W	26.95'
L11	N 83°38'8" W	68.67'
L12	N 77°55'58" W	85.37'
L13	N 65°46'30" W	18.73'
L14	N 68°11'52" W	20.00'
L15	N 85°25'8" W	54.88'

CURVE	LENGTH	RADIUS	DELTA
C1	111.65'	356.00'	173°58'9"
C2	55.06'	144.00'	37°49'16"
C3	124.42'	495.00'	153°33'34"
C4	93.85'	494.00'	103°33'6"
C5	96.13'	506.00'	103°33'6"
C6	34.42'	506.00'	33°33'51"
C7	65.40'	156.00'	241°17'



DAVIS SURVEYS
PO BOX 3346
DUNHURST, CA 92444
TEL 951.683.1757
davis@sd.net
davis4.com

DRAWN: TD
CHECKED: JL
JOB No.: 07036
DWG: 07036
DATE: 5/21/2007
SHEET 1 OF 1

EXHIBIT 'B'

STAMAS 000178