Amador County Transportation Commission

117 Valley View Way
Sutter Creek, CA 95685
209.267.2282

DATE: March 6, 2025

TO: Amador County Transportation Commission

FROM: John Gedney, Executive Director

SUBJECT: **State Route 16 Relinquishment – Settlement Agreement**

RECOMMENDATION:
Staff recommends commissioners review and accept the final State Route 16 Relinquishment Settlement Agreements with Sacramento County.

In November 2012, Amador County Transportation Commission (ACTC) first learned of Caltrans plans for the relinquishment of State Route (SR) 16 from US Highway 50 to Grant Line Road (approximately 9 miles) to the Cities of Sacramento, Rancho Cordova, and the County of Sacramento.

After many years of difficult negotiations, Sacramento County prepared a draft Settlement Agreement in response to ACTC concerns.

In August of 2024, ACTC directed staff and legal counsel to negotiate final settlement agreements with Sacramento County. The final agreements (attached) achieved clearer language intended to work constructively with future development to preserve additional Right of Way for 'transportation purposes'. The final, signed agreements are attached.

The primary points of agreement are described below.

1) **Reservation of additional Fourteen Foot (14') Right-of-Way along the SR 16 Corridor.**
2) **Amendment to the Jackson Highway Corridor Transportation Mitigation Strategy to prioritize Jackson Highway Improvements.**
3) **Commitment to Consult on any proposed development likely to impact traffic along SR-16 and seek ACTC's input regarding those potential impacts.**

Staff recommends commissioners review and accept State Route 16 Relinquishment Settlement Agreements with Sacramento County.

JG-Attachments

ATTACHMENT A

State Route 16 Relinquishment

AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS is entered into effective on the last date signed below ("Effective Date"), by and between the County of Sacramento ("County"), Amador County Transportation Commission ("ACTC"), and the California Department of Transportation ("Caltrans") collectively referred to as "Parties" or individually as "Party," regarding the State Route 16 Relinquishment proceedings on the following facts and circumstances:

RECITALS

A. WHEREAS, State Route 16 (SR 16) is a conventional highway that runs in an east-west orientation beginning at the U.S. Interchange at Howe Avenue and terminating at its intersection with State Route 49 (SR 49) in Amador County; and

B. WHEREAS, The segment of SR 16 east of the intersection with Folsom Boulevard, also known as Jackson Road/Corridor/Highway, connects to several major Sacramento County arterial intersections such as South Watt Avenue, Bradshaw Road, Excelsior Road, Sunrise Boulevard, and Grant Line Road; and

C. WHEREAS, The Jackson Road portion of SR 16 is the primary east-west transportation corridor that will serve the transportation demands of the four development projects that are currently being pursued in the Jackson Corridor, Mather South, NewBridge, Jackson Township, and West Jackson Highway; and

D. WHEREAS, on January 6, 2015, the County Board of Supervisors approved a proposal allowing staff to pursue a Board sponsored bill that would authorize the relinquishment of SR 16 between South Watt and Grant Line Road to the County. The bill, AB 652, was approved by the Governor on October 8, 2015; and

E. WHEREAS, County is actively pursuing relinquishment of SR 16 between South Watt and Grant Line Road; and

F. WHEREAS, ACTC has opposed the relinquishment of SR 16 and expressed concerns regarding traffic impacts that may result from development in the Jackson Corridor; and

G. WHEREAS, on or about November 5, 2020, ACTC filed a Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief related to the County's approval of the NewBridge Project and its associated traffic impacts to SR 16 naming the County, Caltrans, and East Sacramento Ranch, LLC (the Project Applicant) as parties. Thereafter, the aforementioned parties resolved the litigation via a settlement agreement which is incorporated herein by reference wherein the NewBridge applicant agreed to facilitate the reservation of fourteen (14) feet of right-of-way along the north side of Jackson Highway in the area they control with constraints on development in order to assist with traffic congestion reduction, the County agreed to amend the Jackson Highway Corridor Transportation Mitigation Strategy to make Jackson Highway improvements high priority projects, and all parties agreed to consult with ACTC prior to approving any proposed development likely to impact traffic along the SR-16 Jackson Highway; and

H. WHEREAS, ACTC has also entered into similar agreements with the County and applicants for the Jackson Township and West Jackson Highway developments and said agreements are incorporated herein by reference; and

I. WHEREAS, Parties have negotiated in good faith and reached an agreement to address issues regarding the relinquishment of SR 16 ("Agreement").

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration

of the mutual promises, covenants and conditions herein made, Parties hereto agree as follows:

TERMS OF AGREEMENT

1. Reservation of Fourteen Foot Right-of-Way. If development applications are received and processed for property within the County's jurisdiction along the north side of Jackson Highway in the area slated for Relinquishment, County will make best efforts to condition or otherwise legally require properties to be developed subject to a reservation of fourteen (14) feet of right-of-way consistent with Agreements entered into for the Newbridge, Jackson Township, and West Jackson projects so that the reservation continues for the entire length of the north side of Jackson Highway. The constraints of that right-of-way will ensure no development (i.e. buildings) will occur in this right-of-way in the future, except for PUE improvements, intersections as reasonably depicted in any Master or Specific Plan, future driveways designed in accordance with County Code, improvements that will reduce traffic congestion (i.e., trails, travel lane, turning lane), enhanced landscaping, improvements reasonably necessary for project development, or any other use not unreasonably in conflict with such reservation. This reservation shall not preclude the use of existing driveways prior to the development of such property. Neither developers nor property owners or their successors shall be responsible for the cost of any future roadway or related improvements within the Fourteen Foot Right-of-Way in excess of the costs detailed in any Public Facilities Financing Plan, if applicable, and costs of landscaping and trails as required by any Master or Specific Plan approvals. The rights under this reservation shall not be transferred or assigned to any other agency or entity without the consent of the County of Sacramento and the development project applicant, or applicant's successors in interest.

2. Commitment to Consult. County hereby agrees to consult with ACTC prior to approving any proposed development project likely to impact traffic along State Route 16 - Jackson Highway.

3. Mutual Waiver of Claims and Release. For and in consideration of the conditions stated herein, each Party and its respective agents, heirs, legal representatives, attorneys, successors, and assigns, hereby irrevocably and unconditionally release, acquit and forever discharge each other Party, and each other Party's 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 each Party has, or might have, against each other Party arising out of or in any way connected with the matters to which this Agreement applies, as described in the recitals above. 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.

4. Covenant Not to Sue or Oppose. 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, including but not limited to the SR 16 Relinquishment or any future entitlements consistent therewith. Parties further agree never to oppose the SR 16 Relinquishment or any future proceedings and entitlements consistent therewith. This section shall not pertain to actions brought to enforce the provisions of this Agreement.

5. 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 no 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.

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

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. No Admission of Liability. This Agreement is entered into by the parties for the purpose of preventing litigation. It does not constitute, nor shall it be construed as, an admission of liability by any Party for any purpose.

9. Voluntary Agreement. Parties represent that they have read this Agreement in full and understand and voluntarily agree to its provisions. 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. 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 signing of this Agreement.

10. Binding Effect. This Agreement is for the benefit of all and shall be binding on all Parties and their heirs, successors, and assigns.

11. 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:

(a) To ACTC:
Mona Ebrahimi
Kronick Moskovitz Tiedemann & Girard 1331 Garden Highway, 2nd Floor Sacramento, CA 95833

(b) To CALTRANS:
Judith Carlson
California Department of Transportation
1120 N St., Stop 57
Sacramento, CA 95814

(c) To County:
June Powells-Mays
County of Sacramento - Office of County Counsel
700 H Street, Suite 2650
Sacramento, CA 95819

12. 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.

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

14. 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 any Party.

15. Execution in Counterparts. 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 the Agreement or any counterpart thereof. This Settlement Agreement may be executed by electronic signature, facsimile, or photocopy signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

[Signatures on Following Page]

WHEREFORE, the undersigned execute this Agreement as follows:

AMADOR COUNTY TRANSPORTATION COMMISSION

By: _____

Name/Title: Patrick Crew, ACTC Chairman

Dated: 9.5.24

Approved as to legal form:

By: _____

Name/Title:
Mona Ebrahimi, Attorney

Dated: 9/5/2024

COUNTY OF SACRAMENTO

By: _____

Name/Title: David Villanueva, County Executive

Dated: 11/1/24

Approved as to legal form:

By: _____

Name/Title:
June Powell-Mays, Attorney

Dated: 11/5/24

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____

Name/Title:
Sergio Aceves, Acting District Director

Dated: 10/21/2024

Approved as to legal form:

By: _____

Name/Title: Paul Brown ~~Judith Carlson, Attorney~~

Dated: 10/18/2024

ATTACHMENT B

NewBridge Specific Plan

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS is entered into effective on the last date signed below ("Effective Date"), by and between the County of Sacramento ("County"), the California Department of Transportation ("Caltrans"), East Sacramento Ranch, LLC, and Amador County Transportation Commission ("ACTC"), collectively referred to as "Parties" or individually as "Party," on the following facts and circumstances:

RECITALS

A. WHEREAS, on October 6, 2020, the County Board of Supervisors approved the NewBridge Specific Plan Project ("NewBridge Project" or "Project") and certified its Environmental Impact Report; and

B. WHEREAS, on November 5, 2020, ACTC filed a petition for writ of mandate and complaint for declaratory and injunctive relief naming County, Caltrans, and East Sacramento Ranch, LLC as parties related to the County's approval of the NewBridge Project in the Sacramento County Superior Court pursuant to the California Environmental Quality Act, case no. 34-2020-80003525 ("Petition"); and

C. WHEREAS, Parties have negotiated in good faith and reached a settlement, the terms of which are set forth in this settlement agreement ("Settlement Agreement" or "Agreement").

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

TERMS OF AGREEMENT

1. Reservation of Fourteen Foot Right-of-Way. County and East Sacramento Ranch, LLC shall work together to facilitate the reservation of fourteen (14) feet of right-of-way from the Project landscape corridor along the north side of Jackson Highway for the length of the Project with constraints that ensure no development, now or in the future, will occur in this right-of-way except for development that will reduce traffic congestion or enhance landscaping. This reservation shall be explicitly included in the tentative subdivision map(s) and final subdivision map(s) to be recorded for that portion of the NewBridge Project containing the property. There is no need to modify the approved NewBridge Specific Plan to reflect this future reservation. East Sacramento Ranch, LLC has no objection to the reservation. East Sacramento Ranch, LLC additionally represents that, although the owner of the property on which the right-of-way would be reserved is not a party to the litigation, the owner has agreed to the reservation.

2. Amendment to the Jackson Highway Corridor Transportation Mitigation Strategy. County shall submit to the County Board of Supervisors for consideration for possible approval of an amendment to the Jackson Highway Corridor Transportation Mitigation Strategy, incorporated as appendix TR-2 to the Project Final Environmental Impact Report and as incorporated into other Jackson Corridor Projects, to include the following language:

> *Jackson Highway improvements are high priority projects and, when triggered by the Dynamic Implementation Tool, the County will work diligently on*

implementing those projects, including seeking outside funding sources, if necessary.

This provision shall be contingent on the County Board of Supervisors' approval of the amendment described immediately above. In the event that the Board does not approve the amendment, Parties shall promptly meet and confer to attempt to develop an alternative settlement term that could lead to resolution of the matters to which this Settlement Agreement applies.

County shall provide ACTC an annual update on Jackson Highway improvement projects, listing improvements along Jackson Highway that are complete, under construction, or pending, along with each project's funding source(s).

3. Commitment to Consult. Public agency Parties, County and Caltrans, shall consult with ACTC prior to approving any proposed development project likely to impact traffic along Jackson Highway.

4. Dismissal of Petition. Within five business days of action by the County Board of Supervisors approving the proposed amendment to the Jackson Highway Corridor Transportation Mitigation Strategy, as described in Section 2 of this Settlement Agreement, ACTC shall file the appropriate paperwork with the Sacramento Superior Court to fully dismiss ACTC's Petition with prejudice.

5. Payment of Certain Attorney's Fees and Expenses. East Sacramento Ranch, LLC shall reimburse ACTC a total of $44,114.50 for certain attorneys' fees and expenses incurred related to this matter ("Reimbursed Fees"). Reimbursed Fees shall be paid to ACTC within ten (10) business days of the dismissal of ACTC's lawsuit with prejudice. These Reimbursed Fees shall be made payable to "Amador County Transportation Commission," and sent to:

Amador County Transportation Commission
ATTN: Terri Yakesh, Fiscal Officer
117 Valley View
Sutter Creek, CA 95685

6. Release of Costs and Attorney's Fees. Except for the Reimbursed Fees, as defined above, each Party shall bear its own attorneys' fees and costs incurred related to matters to which this Settlement Agreement applies.

7. Mutual Waiver of Claims and Release. For and in consideration of the conditions stated herein, each Party and its respective agents, heirs, legal representatives, attorneys, successors, and assigns, hereby irrevocably and unconditionally release, acquit and forever discharge each other Party, and each other Party's 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 each Party has, or might have, against each other Party arising out of or in any way connected with the matters to which this Settlement Agreement applies, as described in the recitals above. 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 which the creditor 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."

8. 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 Settlement Agreement applies. This section shall not pertain to actions brought to enforce the provisions of this Settlement Agreement.

9. Entire Agreement. This Settlement 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 no 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.

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

11. Governing Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. No Admission of Liability. This Settlement Agreement is entered into by the parties for the purpose of settling litigation. It does not constitute, nor shall it be construed as, an admission of liability by any Party for any purpose.

13. Voluntary Agreement. Parties represent that they have read this Settlement Agreement in full and understand and voluntarily agree to its provisions. 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. 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 signing of this Agreement.

14. Binding Effect. This Settlement Agreement is for the benefit of all and shall be binding on all Parties and their heirs, successors, and assigns.

15. 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:

(a) To ACTC:
Mona Ebrahimi
Kronick Moskovitz Tiedemann & Girard
1331 Garden Highway, 2nd Floor
Sacramento, CA 95833

(b) To County:
County of Sacramento – Office of County Counsel
c/o June Powells-Mays
700 H Street, Suite 2650
Sacramento, CA 95814

(c) To Caltrans:
California Department of Transportation
c/o Judith Carlson
1120 N St. Stop 57
Sacramento, CA 95814

(d) To East Sacramento Ranch, LLC:
East Sacramento Ranch, LLC
c/o James G. Moose
555 Capitol Mall, Ste. 800
Sacramento, CA 95814

16. Warranty of Authority to Execute. Each party hereto represents, warrants, and agrees that any person executing this Settlement 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.

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

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

19. Execution in Counterparts. This Settlement 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 the Agreement or any counterpart thereof. This Settlement Agreement may be executed by electronic signature, facsimile, or photocopy signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

[Signatures on Following Page]

WHEREFORE, the undersigned execute this Agreement as follows:

AMADOR COUNTY TRANSPORTATION COMMISSION

By: Brian Oneto
Name/Title: Chairman
Dated: 03/17/21

Approved as to legal form:

By: Mona Ebrahimi
Name/Title: Mona G. Ebrahimi, counsel for ACTC
Dated: March 17, 2021

COUNTY OF SACRAMENTO

By: _____
Name/Title: _____
Dated: _____

Approved as to legal form:

By: _____
Name/Title: _____
Dated: _____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____
Name/Title: _____
Dated: _____

Approved as to legal form:

By: _____
Name/Title: _____
Dated: _____

EAST SACRAMENTO RANCH, LLC

By: _____
Name/Title: Michael Koewler, Manager
Dated: _____

Approved as to legal form:

By: _____
Name/Title: James G. Moose, attorney
Dated: _____

WHEREFORE, the undersigned execute this Agreement as follows:

AMADOR COUNTY TRANSPORTATION COMMISSION

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:

By: _____

Name/Title: _____

Dated: _____

COUNTY OF SACRAMENTO

By: [signature]

Name/Title: Interim CEO

Dated: 3.15.2021

Approved as to legal form:

By: [signature]

Name/Title: June Powells-Mays, Supervising Deputy County Counsel

Dated: 3-15-21

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:

By: _____

Name/Title: _____

Dated: _____

EAST SACRAMENTO RANCH, LLC

By: _____

Name/Title: Michael Koewler, Manager

Dated: _____

Approved as to legal form:

By: _____

Name/Title: James G. Moose, attorney

Dated: _____

WHEREFORE, the undersigned execute this Agreement as follows:

AMADOR COUNTY TRANSPORTATION COMMISSION

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:

By: _____

Name/Title: _____

Dated: _____

COUNTY OF SACRAMENTO

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:

By: _____

Name/Title: _____

Dated: _____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: Margaret S. Bemfal

Name/Title: A.S. Benfal

Dated: 3/17/2021 District Director

Approved as to legal form:

By: Judith Carlson

Name/Title: Judith Carlson, Deputy Atty

Dated: 3/17/2021

EAST SACRAMENTO RANCH, LLC

By: _____

Name/Title: Michael Koewler, Manager

Dated: _____

Approved as to legal form:

By: _____

Name/Title: James G. Moose, attorney

Dated: _____

WHEREFORE, the undersigned execute this Agreement as follows:

AMADOR COUNTY TRANSPORTATION COMMISSION

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:

By: _____

Name/Title: _____

Dated: _____

COUNTY OF SACRAMENTO

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:

By: _____

Name/Title: _____

Dated: _____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:

By: _____

Name/Title: _____

Dated: _____

EAST SACRAMENTO RANCH, LLC

By: _____

Name/Title: Michael Koewler, Manager

Dated: March 15, 2021

Approved as to legal form:

By: _____

Name/Title: James G. Moose, attorney

Dated: 3/15/2021

ATTACHMENT C

Jackson Township Specific Plan

AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS is entered into effective on the last date signed below ("Effective Date"), by and between the County of Sacramento ("County"), Tsakopoulos Investments ("Applicant") and Amador County Transportation Commission ("ACTC"), collectively referred to as "Parties" or individually as "Party," on the following facts and circumstances:

RECITALS

A. WHEREAS, on December 13, 2022, the County Board of Supervisors approved the Jackson Township Specific Plan Project ("Jackson Township Specific Plan Project" or "Project") and certified its Environmental Impact Report; and

B. WHEREAS, Parties have negotiated in good faith and reached an agreement to address ACTC concerns regarding Project (or "Agreement").

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

TERMS OF AGREEMENT

1. Reservation of Fourteen Foot Right-of-Way. County and Applicant shall work together to facilitate the reservation of the southerly fourteen (14) feet of right-of-way within the Jackson Township Specific Plan thirty-foot landscape and trail corridor along the north side of Jackson Highway for the length of the property controlled by Applicant (depicted in Exhibit "A"). For any and all properties that abut Jackson Highway within the Specific Plan and are not controlled by the Applicant, if development is pursued the County will seek to condition or otherwise legally require those properties to be developed subject to the reservation of right-of-way consistent with this Agreement so that the fourteen foot right-of-way continues for the entire length of the Project along the north side of Jackson Highway. The constraints of that right-of-way will ensure no development (i.e. buildings) will occur in this right-of-way in the future, except for PUE improvements, intersections as reasonably depicted in the Specific Plan, future driveways designed in accordance with County Code and analyzed within the Environmental Impact Report prepared for the Project, improvements that will reduce traffic congestion (i.e., trails, travel lane, turning lane), enhanced landscaping, improvements reasonably necessary for the development of the Jackson Township Specific Plan, or any other use not unreasonably in conflict with such reservation. This reservation shall not preclude the use of existing driveways prior to the development of such property. This reservation shall be explicitly included in the tentative subdivision map(s) and final subdivision map(s) where applicable to be recorded for that portion of the Jackson Township Specific Plan containing the reservation. Applicant additionally represents that it agrees that the right-of-way will be reserved only as it pertains to property under its entire control as depicted in Exhibit "B". Applicant further makes no representations regarding any non-applicant owned parcels within the Specific Plan area. Neither Applicant nor property owners within the Jackson Township Specific Plan or their successors shall be responsible for the cost of any future roadway or related improvements within the Fourteen Foot Right-of-Way in excess of the costs detailed in the Public Facilities Financing Plan and costs of landscaping and trails as required by the Specific Plan approvals. The rights under this reservation shall not be transferred or assigned to any other agency or entity without the consent of the County of Sacramento and the Applicant, or Applicant's successors in interest.

2. Amendment to the Jackson Highway Corridor Transportation Mitigation Strategy. Parties acknowledge that on March 9, 2021, the County Board of Supervisors amended the Jackson Highway Corridor Transportation Mitigations Strategy to place a priority on Jackson Highway Improvements.

3. Commitment to Consult. County, shall consult with ACTC prior to approving any proposed development project likely to impact traffic along Jackson Highway.

4. Mutual Waiver of Claims and Release. For and in consideration of the conditions stated herein, each Party and its respective agents, heirs, legal representatives, attorneys, successors, and assigns, hereby irrevocably and unconditionally release, acquit and forever discharge each other Party, and each other Party's 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 each Party has, or might have, against each other Party arising out of or in any way connected with the matters to which this Agreement applies, as described in the recitals above. 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.

5. 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, including but not limited to the approval of the Project or any future entitlements consistent with the Jackson Township Specific Plan; provided, however, the scope of the Project does not change and/or is consistent with the Environmental Impact Report prepared for the Project (SCH No. #2013082017, County Control Number PLNP2011-00095). This section shall not pertain to actions brought to enforce the provisions of this Agreement.

6. 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 no 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.

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

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. No Admission of Liability. This Agreement is entered into by the parties for the purpose of preventing litigation. It does not constitute, nor shall it be construed as, an admission of liability by any Party for any purpose.

10. Voluntary Agreement. Parties represent that they have read this Agreement in full and understand and voluntarily agree to its provisions. 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. 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 signing of this Agreement.

11. Binding Effect. This Agreement is for the benefit of all and shall be binding on all

Parties and their heirs, successors, and assigns.

12. 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:

(a) To ACTC:
Mona Ebrahimi
Kronick Moskovitz Tiedemann & Girard
1331 Garden Highway, 2nd Floor
Sacramento, CA 95833

(b) To Applicant:
Angelo G. Tsakopoulos
Tsakopoulos Investments
1435 River Park Drive #500
Sacramento, CA 95815

(c) To County:
County of Sacramento - Office of County Counsel
c/o June Powells-Mays
700 H Street, Suite 2650
Sacramento, CA 95819

13. 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.

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

15. 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 any Party.

16. Execution in Counterparts. 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 the Agreement or any counterpart thereof. This Settlement Agreement may be executed by electronic signature, facsimile, or photocopy signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

[Signatures on Following Page]

WHEREFORE, the undersigned execute this Agreement as follows:

AMADOR COUNTY TRANSPORTATION COMMISSION

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:
Name/Title: _____

Dated: _____

COUNTY OF SACRAMENTO

By: Ann Edwards

Name/Title: Ann Edwards - County Exec

Dated: 12.13.2022

Approved as to legal form:

By: _____

Name/Title: June Powell's-Mays Sup. Deputy County Counsel

Dated: 12/14/22

APPLICANT- TSAKOPOULOS INVESTMENTS

By: _____

Name/Title: Angelo G. Tsakopoulos,

Dated: _____

Approved as to legal form:

By: _____

Name/Title: James B Wiley, attorney

Dated: _____

WHEREFORE, the undersigned execute this Agreement as follows:

AMADOR COUNTY TRANSPORTATION COMMISSION

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:
Name/Title: _____

Dated: _____

COUNTY OF SACRAMENTO

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:

By: _____

Name/Title: _____

Dated: _____

APPLICANT- TSAKOPOULOS INVESTMENTS

By: _____

Name/Title: Angelo G. Tsakopoulos, Manager

Dated: 12-13-22

Approved as to legal form:

By: _____

Name/Title: James B Wiley, attorney

Dated: 12/13/22

WHEREFORE, the undersigned execute this Agreement as follows:

AMADOR COUNTY TRANSPORTATION COMMISSION

By: _____

Name/Title: JOHN GEDEN - EXECUTIVE DIRECTOR

Dated: 12/14/22

Approved as to legal form:
Name/Title: Mona G. Ebrahimi, Gen. Counsel

Dated: _____

COUNTY OF SACRAMENTO

By: _____

Name/Title: Ann Edwards - County Exe

Dated: 12.13.2022

Approved as to legal form:

By: _____

Name/Title: June Powell's-Mays
Sup. Deputy County Counsel

Dated: 12/14/22

APPLICANT- TSAKOPOULOS INVESTMENTS

By: _____

Name/Title: Angelo G. Tsakopoulos,

Dated: _____

Approved as to legal form:

By: _____

Name/Title: James B Wiley, attorney

Dated: _____

JACKSON TOWNSHIP
JACKSON ROAD

Exhibit A

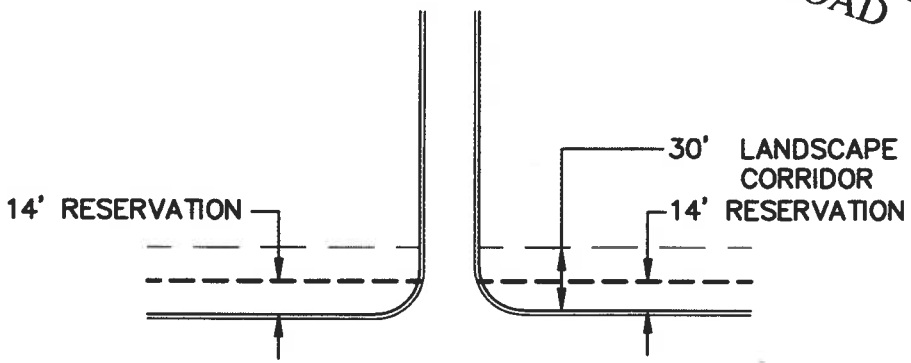
NOT TO SCALE

EXCELSIOR ROAD

TSAKOPOULOS PROPERTY

JACKSON ROAD

DETAIL "A"
(SEE THIS SHEET)



DETAIL "A"
NOT TO SCALE

Au Clair Consulting
ENGINEERS AND SURVEYORS
301 NATOMA ST #103 FOLSOM, CA 95630
916.353.0500

F:\207-001(Excelsior)\DWG\NEW-2014\207-001-8.5X11 Jackson Road.dwg, LocalAdmin, 12:56:08, 11-22-22

ATTACHMENT D

West Jackson Highway Master Plan

Docusign Envelope ID: B4D28892-EEF9-4643-9552-540D2587D831

AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS is entered into effective on the last date signed below ("Effective Date"), by and between the County of Sacramento ("County"), Stonebridge Properties, LLC and Granite Construction Company ("Applicants") and Amador County Transportation Commission ("ACTC"), collectively referred to as "Parties" or individually as "Party," on the following facts and circumstances:

RECITALS

A. WHEREAS, Applicants are pursuing entitlements including General and Community Plan Amendments in order to create the West Jackson Highway Master and Specific Plan Area on the Jackson Highway Corridor in Sacramento County; and

B. WHEREAS, ACTC has expressed concerns regarding traffic impacts that may result from the development of the West Jackson Highway Master Plan ("Project"); and

C. WHEREAS, Parties have negotiated in good faith and reached an agreement to address ACTC concerns regarding Project ("Agreement").

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

TERMS OF AGREEMENT

1. Reservation of Fourteen Foot Right-of-Way. Barring any unforeseen circumstances, County and Applicant shall ensure the southerly fourteen (14) feet of right-of-way within the West Jackson Highway Master Plan thirty-foot landscape and trail corridor along the north side of Jackson Highway for the length of the property controlled by Applicants (depicted in Exhibit "A") is reserved. For any and all properties that abut Jackson Highway within the Master Plan that are not controlled by the Applicants, if development is pursued the County will seek to condition or otherwise legally require those properties to be developed subject to the reservation of right-of-way consistent with this Agreement so that the fourteen foot right-of-way continues for the entire length of the Project along the north side of Jackson Highway. The constraints of that right-of-way will ensure no development (i.e. buildings) will occur in this right-of-way in the future, except for PUE improvements, intersections as reasonably depicted in the Master Plan, future driveways designed in accordance with County Code, improvements that will reduce traffic congestion (i.e., trails, travel lane, turning lane), enhanced landscaping, improvements reasonably necessary for the development of the West Jackson Highway Master Plan, or any other use not unreasonably in conflict with such reservation. This reservation shall not preclude the use of existing driveways prior to the development of such property. This reservation shall be explicitly included in the tentative subdivision map(s) and final subdivision map(s) where applicable to be recorded for that portion of the West Jackson Highway Master Plan containing the reservation. Applicant additionally represents that it agrees that the right-of-way will be reserved only as it pertains to property under its entire control as depicted in Exhibit "B". Applicant further makes no representations regarding any non-applicant owned parcels within the Master Plan area. Neither Applicant nor property owners within the West Jackson Highway Master Plan or their successors shall be responsible for the cost of any future roadway or related improvements within the Fourteen Foot Right-of-Way in excess of the costs detailed in the Public Facilities Financing Plan and costs of landscaping and trails as required by the Master Plan approvals. The rights under this reservation shall not be transferred or assigned to any other agency or entity without the consent of the County of Sacramento and the Applicant, or Applicant's successors in interest. For purposes of this paragraph, "unforeseen circumstances" means situations or events outside of the control of County or applicants that would render the reservation infeasible.

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2. Amendment to the Jackson Highway Corridor Transportation Mitigation Strategy. Parties acknowledge that on March 9, 2021, the County Board of Supervisors amended the Jackson Highway Corridor Transportation Mitigation Strategy to place a priority on Jackson Highway improvements.

3. Commitment to Consult. County hereby agrees to consult with ACTC prior to approving any proposed development project likely to impact traffic along Jackson Highway.

4. Mutual Waiver of Claims and Release. For and in consideration of the conditions stated herein, each Party and its respective agents, heirs, legal representatives, attorneys, successors, and assigns, hereby irrevocably and unconditionally release, acquit and forever discharge each other Party, and each other Party's 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 each Party has, or might have, against each other Party arising out of or in any way connected with the matters to which this Agreement applies, as described in the recitals above. 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.

5. 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, including but not limited to the approval of the Project or any future entitlements consistent with the West Jackson Highway Master Plan. This section shall not pertain to actions brought to enforce the provisions of this Agreement.

6. 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 no 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.

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

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. No Admission of Liability. This Agreement is entered into by the parties for the purpose of preventing litigation. It does not constitute, nor shall it be construed as, an admission of liability by any Party for any purpose.

10. Voluntary Agreement. Parties represent that they have read this Agreement in full and understand and voluntarily agree to its provisions. 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. 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

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from said counsel prior to their signing of this Agreement.

11. Binding Effect. This Agreement is for the benefit of all and shall be binding on all Parties and their heirs, successors, and assigns.

12. 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:

(a) To ACTC:
Mona Ebrahimi
Kronick Moskovitz Tiedemann & Girard
1331 Garden Highway, 2nd Floor
Sacramento, CA 95833

(b) To Applicants:
Stonebridge Properties, LLC
Attn: Michael G. Isle
P.O. Box 13308
Sacramento, CA 95813-3308

Granite Construction Company
Attn: Brent Simons and Heather Lenhardt
P.O. Box 50085
Watsonville, CA 95077-5085

(c) To County:
June Powells-Mays
County of Sacramento - Office of County Counsel
700 H Street, Suite 2650
Sacramento, CA 95819

13. 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.

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

15. 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 any Party.

16. Execution in Counterparts. 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 the Agreement or any counterpart thereof. This Settlement Agreement may be executed by electronic signature, facsimile, or photocopy signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

WHEREFORE, the undersigned execute this Agreement as follows:

AMADOR COUNTY TRANSPORTATION COMMISSION

By: _____

Name/Title: Patrick Crew, ACTC Chairman

Dated: 9.5.24

Approved as to legal form:

By: _____

Name/Title: Mona Ebrahimi, Attorney

Dated: 9/5/2024

COUNTY OF SACRAMENTO

By: _____

Name/Title: David Villanueva CEO

Dated: 9/30/24

Approved as to legal form:

By: _____

Name/Title: June Powells-Mays, Attorney

Dated: 10-1-24

APPLICANT- Granite Construction Company

By: _____ Signed by: Brian R. Dowd C97287F8EF97448...

Name/Title: Brian R. Dowd, Sr. Vice President

Dated: 9/12/2024

Approved as to legal form:

By: _____

Name/Title: David Tomblador, Attorney

Dated: 9/26/2024

APPLICANT- Stonebridge Properties, LLC

By: _____

Name/Title: Michael G. Isle,

Dated: _____

Approved as to legal form:

By: _____

Name/Title: James B Wiley, Attorney

Dated: _____

WHEREFORE, the undersigned execute this Agreement as follows:

AMADOR COUNTY TRANSPORTATION COMMISSION

By: Patrick Crew

Name/Title: Patrick Crew, ACTC Chairman

Dated: 9.5.24

Approved as to legal form:

By: Mona Ebrahimi

Name/Title: Mona Ebrahimi, Attorney

Dated: 9/5/2024

COUNTY OF SACRAMENTO

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:

By: _____

Name/Title: June Powells-Mays, Attorney

Dated: _____

APPLICANT- Granite Construction Company

By: _____

Name/Title: _____

Dated: _____

Approved as to legal form:

By: _____

Name/Title: David Temblador, Attorney

Dated: _____

APPLICANT- Stonebridge Properties, LLC

By: Randall Sater

Name/Title: ~~Michael G. Isle,~~ RANDALL SATER

Dated: 9/23/2024

Approved as to legal form:

By: J. B. Wiley

Name/Title: James B Wiley, Attorney

Dated: 9/23/2024

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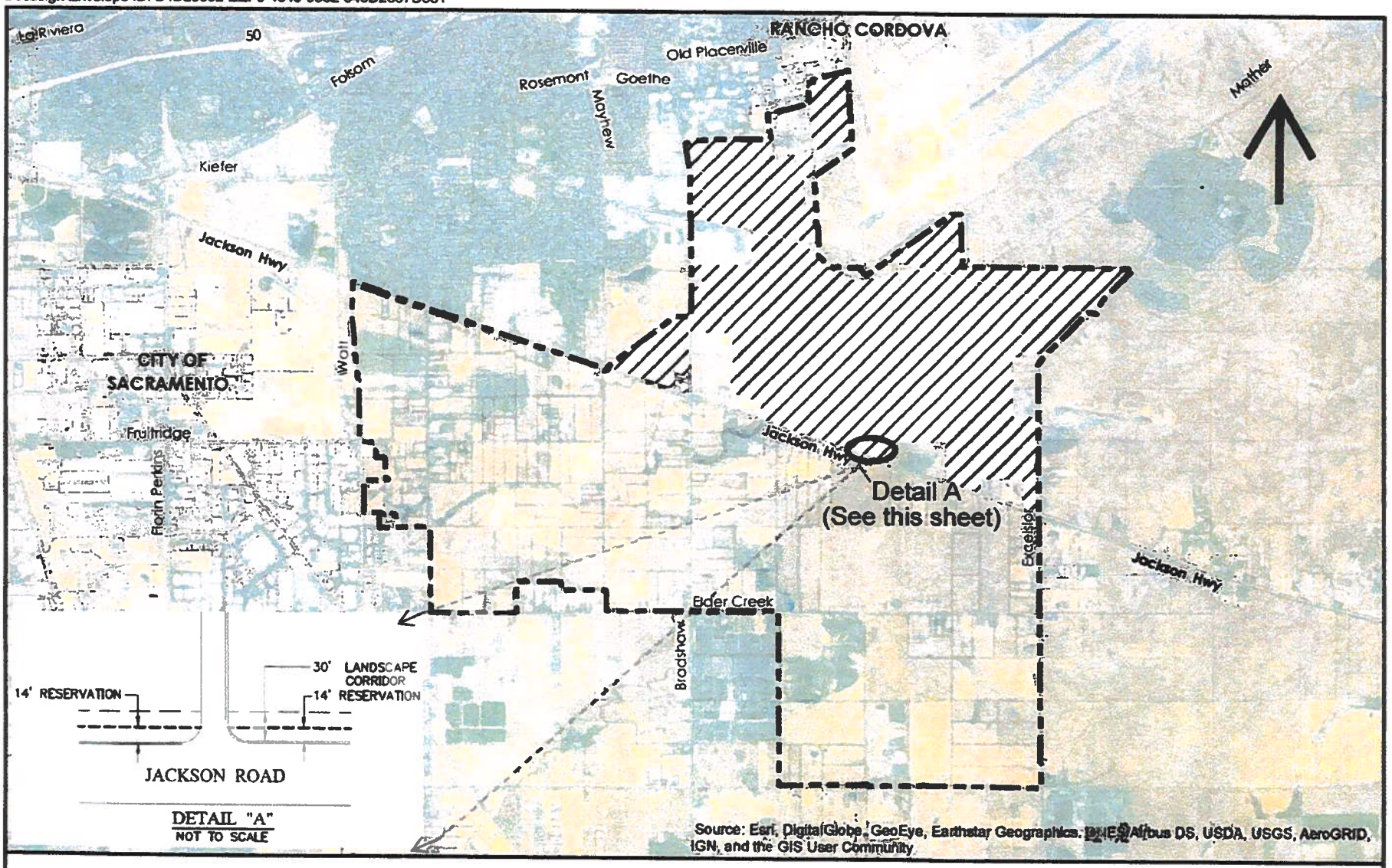

Exhibit A

Jackson Highway - 14' Reservation

LEGEND

West Jackson Highway Master Plan Boundary

Applicant Controlled Properties

Note: This figure only applies to "Applicant Controlled Properties" north of SR-16.

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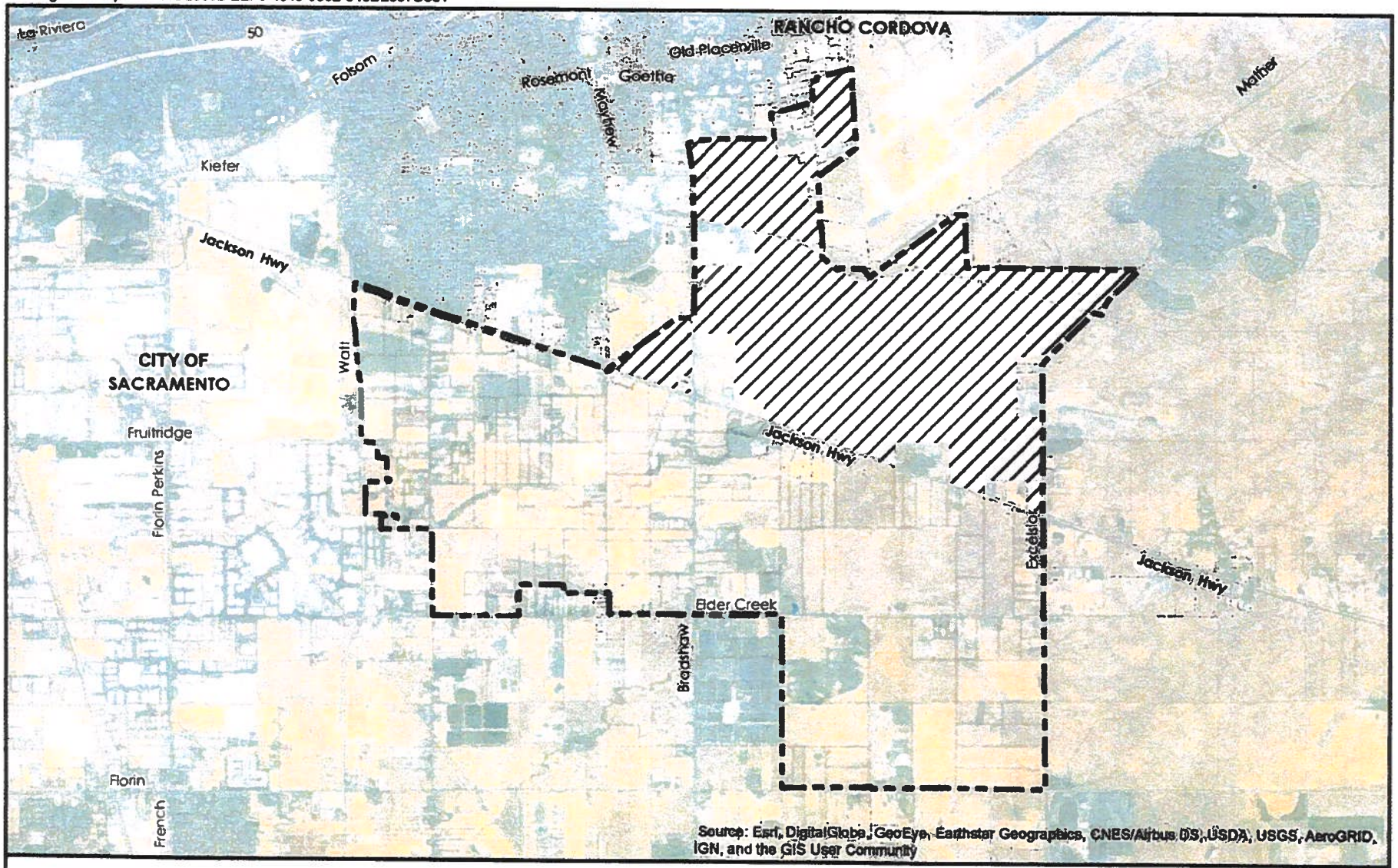

Exhibit B

Applicant Controlled Properties

LEGEND

- West Jackson Highway Master Plan Boundary
- Applicant Controlled Properties

Note: The figure only shows "Applicant Controlled Properties" north of SR-16.