

Attachment H

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 3 500 Camino El Estero, Suite 200
 4 Monterey, CA 93940-3200
 5 Telephone: (408) 373-1214

6 Jane Haines, State Bar #126751
 7 LAW OFFICES OF JANE HAINES
 8 614 Lighthouse Avenue, Suite G
 9 Pacific Grove, CA 93950
 10 Telephone: (408) 372-6665

11 Attorneys for Petitioners and
 12 Plaintiffs Alliance to Enforce
 13 Mandates and David H. Green

NOV 28 1995

MEMORIAL ORDER
 OF THE SUPERIOR COURT
File

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF MONTEREY

16 ALLIANCE TO ENFORCE MANDATES)	No. 102344
17 GOVERNING PROJECT REVIEW)	
18 PROCEDURES AND WATER AND TRAFFIC)	SETTLEMENT AGREEMENT AND
19 STANDARDS, AND DAVID H. GREEN,)	STIPULATION FOR JUDGMENT;
20)	JUDGMENT
21 Petitioners and Plaintiffs,)	
22)	
23 vs.)	
24)	
25 COUNTY OF MONTEREY; BOARD OF)	
26 SUPERVISORS OF THE COUNTY OF)	
27 MONTEREY; ROBERT SLIMMON, JR.,)	
28 DIRECTOR OF PLANNING AND)	
29 BUILDING INSPECTION, IN HIS)	
30 OFFICIAL CAPACITY; DOES 1 - 100,)	
31)	
32 Respondents and Defendants,)	
33)	
34 COMMUNITY HOUSING IMPROVEMENT)	
35 SYSTEM & PLANNING ASSOCIATION,)	
36 INC., DOES 101 - 200,)	
37)	
38 Real Parties in Interest.)	

39 This Settlement Agreement and Stipulation for Judgment is made
 40 and entered into this ____ day of November, 1995, by and between
 41 Alliance to Enforce Mandates Governing Project Review Procedures
 42 and Water and Traffic standards, and David H. Green (collectively

43 Exhibit "C" 1

1 referred to as Petitioners); the County of Monterey, and Robert
 2 slimmon, Jr. (collectively referred to as County); and Community
 3 Housing Improvement System and Planning Association, Inc. (CHISPA).

4 Recitals

5 1. On December 20, 1994, the County adopted resolutions
 6 approving combined development permits for the Moro Cojo Standard
 7 Subdivision Development and the Moro Cojo Senior Housing
 8 Development projects, and certifying the environmental impact
 9 report for those projects. The project approvals contain 203 terms
 10 and conditions of approval ("conditions of approval").

11 2. On January 20, 1995, Petitioners filed suit in Monterey County
 12 Superior Court, challenging the approvals for the project.
 13 Petitioners filed amended Petitions on February 17, 1995, and
 14 June 5, 1995.

15 3. The parties have participated in settlement discussions at
 16 various times since February, 1995.

17 4. The parties, in order to avoid protracted litigation and for
 18 the purpose of settling the disputes which currently exist, have
 19 agreed to settle this litigation upon the terms and conditions
 20 contained in this Settlement Agreement and Stipulation for
 21 Judgment.

22 In consideration of the foregoing recitals and the mutual
 23 covenants and promises of the parties as contained in this
 24 Settlement Agreement and Stipulation for Judgment, the parties
 25 agree as follows:

26 //
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AGREEMENT

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1. The 103 conditions of approval for the projects are reaffirmed and shall be made part of the judgment herein, and shall not be deleted, altered, modified, or revised, except as specifically provided herein.

2. The parties stipulate that the County shall interpret the conditions of approval to provide that the projects have been approved for 175 single family homes for low income (80% of median income) families, 90 multi-family rentals for very low income (average of 50% of median income) families and a maximum of 100 affordable rental units for seniors.

3. Condition 99 of the conditions of approval, as interpreted by Paragraph 2 of this Settlement Agreement, shall be a permanent deed restriction on the project parcels, and shall not be subordinated to any financing, encumbrance, loan, development agreement, contract, lease or other document.

4. The parties stipulate that voter approval for the projects is not required under Article 34 of the California Constitution.

5. Petitioners, through their counsel, will receive thirty (30) days' actual notice of any public hearing of the County Board of Supervisors, Planning Commission or other County public body on any matter relating to the approval of the final map, or any condition of approval, or any modification of any condition of approval.

Failure to give such notice shall render voidable any County action taken which does not confirm with this paragraph.

6. In regard to any application or request for any modification of any condition of approval, the parties agree as follows:

- 1 A. The County shall not initiate any modification of any
- 2 condition of approval;
- 3 B. Should the applicant request any modification of any
- 4 condition of approval, the applicant shall have the
- 5 burden of producing substantial evidence to support its
- 6 request for said modification;
- 7 C. Where appropriate under the California Environmental
- 8 Quality Act, any proposed change shall receive an initial
- 9 review of its environmental effects.

10 Any decision made by the County pursuant to this Agreement
 11 shall be reviewable in the Superior Court in the manner permitted
 12 by law. The Superior Court expressly retains jurisdiction over the
 13 parties and the subject matter in order to effectuate the terms and
 14 purposes of this Settlement Agreement.

15 7. Petitioners, County, and CHISPA release each other from any
 16 and all claims, causes of action, and demands arising out of this
 17 litigation, including any claims for attorney's fees or costs,
 18 except as specifically provided in this Agreement.

19 8. The parties agree that this is a negotiated settlement, and is
 20 not an admission by any party of anything.

21 9. CHISPA agrees to pay Petitioners the sum of \$10,000 within
 22 fifteen (15) days of the entry of judgment pursuant to this
 23 Settlement Agreement and Stipulation for Judgment. In all other
 24 respects and amounts, all parties waive any claims they may have
 25 against any other party for attorneys' fees and costs, and each
 26 party agrees to bear its own costs and fees.

27 10. The parties stipulate that the Superior Court may enter
 28 judgment on the terms and conditions contained herein.

1 11. All notices to be given pursuant to this Agreement shall be
 2 given by first class mail or by personal delivery to the following
 3 persons:

4 For Petitioners:

Michael W. Stamp
 LAW OFFICES OF MICHAEL W. STAMP
 500 Camino El Estero, suite 200
 Monterey, CA 93940

6 and

7 Jane Haines
 LAW OFFICES OF JANE HAINES
 8 614 Lighthouse Avenue, Suite G
 Pacific Grove, CA 93950

9
 10 For County:

Board of Supervisors
 County of Monterey
 240 Church Street.
 Salinas, CA 93902

12 and

13 Office of the County Counsel
 County of Monterey
 14 Post Office Box 1587
 Salinas, California 93902-1587

15
 16 For CHISPA:

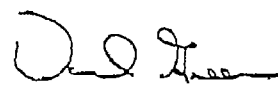
Executive Director
 Community Housing Improvement
 System and Planning
 Association, Inc.
 18 600 E. Market Street
 Salinas, CA 93905

19 and

20 Anthony Lombardo
 Anthony Lombardo & Associates
 Post Office Bcx 2119
 Salinas, California 93902

21
 22
 23 DATED: November 30, 1995

Alliance to Enforce Mandated
 Governing Project Review
 Procedures and Water and Traffic
 Standards

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 25
 26
 27 By: 
 Authorized Representative

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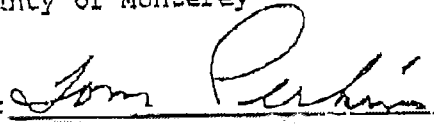
DATED: November 20, 1995



David Green


DATED: November 21, 1995

County of Monterey

By: 

Chair of the Board of Supervisors

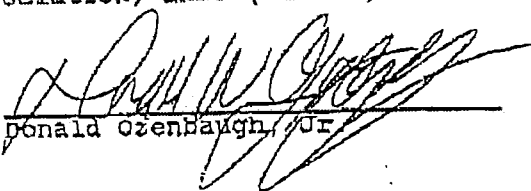
DATED: November 20, 1995



Robert Slinnmon, Jr.

DATED: November 20, 1995

Community Housing Improvement
System and Planning
Association, Inc. (CHISPA)

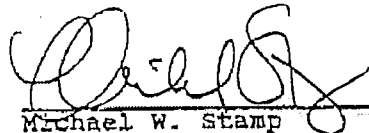
By: 

Donald Ozenbaugh, Jr.

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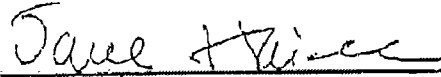
APPROVED AS TO FORM:

DATED: November 20, 1995



Michael W. Stamp
LAW OFFICES OF MICHAEL W. STAMP
Attorney for Petitioners

DATED: November 16, 1995



Jane Haines
LAW OFFICES OF JANE HAINES
Attorney for Petitioners

DATED: November 20, 1995



Douglas C. Holland
COUNTY COUNSEL
Efren M. Iglesia
SENIOR DEPUTY COUNTY COUNSEL
Attorneys for Respondents

DATED: November 20, 1995

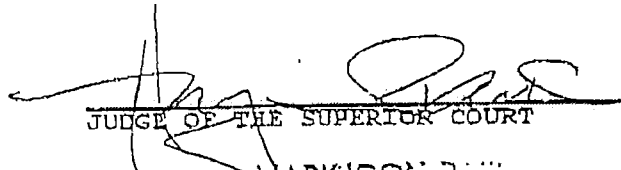


Anthony L. Lombardo
ANTHONY LOMBARDO & ASSOCIATES
Attorneys for CHISPA

JUDGMENT

IT IS SO ORDERED.

DATED: NOV 28 1995



JUDGE OF THE SUPERIOR COURT

MARK JOON PARK

