



1180 Iron Point Road, Suite 350, Folsom, CA 95630

MUTUAL RELEASE AND SETTLEMENT AGREEMENT- Long Form

This Mutual Release and Settlement Agreement ("Agreement") is entered into between Mountain F. Enterprises, Inc. ("MFE") and Pinecrest Permittees Association ("Claimant"), collectively referred to as ("Parties"). The Parties have a dispute regarding whether or not MFE was responsible for damage to the following property: roadways located at: Pinecrest, CA

On or about the date of: Winter of 2016/2017

The Parties agree to enter into this Agreement without admitting or conceding the truth of any of the allegations and denials made by the other, but rather in order to completely resolve their disputes with each other. In order to avoid unnecessary litigation, and as a gesture of goodwill, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Consideration.** Upon Parties' execution of this Agreement, MFE agrees to:

Pay Claimant \$7,500.00.

Settlement check payable to: Pinecrest Permittees Association

Mailed to the following address: P.O. Box 1248, Pinecrest, CA 95364

Receipt of payment at the above address, along with funds clearing the MFE's bank account, will settle and resolve this dispute in full. If payment is not made as agreed herein, this Agreement shall be null and void and Claimant shall retain all rights and causes of action.

2. **Representation by Counsel.** Claimant acknowledges that she/he has been advised to confer with an independent legal counsel of her/his own choosing to review this Agreement and the releases contained herein, before her/his execution of Agreement. *By signing this Agreement, Claimant acknowledges that she/he has either done so, or has chosen to waive her/his right to do so.* As such, no ambiguities in this Agreement shall be construed against either party.

3. **No Liability for Attorney's Fees.** Upon the execution of this Agreement, the Parties and their counsel shall release and forever discharge the other from any and all liability for attorney's fees, expenses and costs in any way arising from or relating to this dispute.

4. **Confidentiality.** Except as required by law or to enforce the terms hereof, the Parties agree not to disclose: (i) the terms, conditions, or contents of this Agreement; (ii) any negotiations, communications, or correspondence between the Parties With respect to the Agreement; or (iii)

any documents produced in connection with settlement negotiations between the Parties, other than: (1) as may be required by law; (2) to accountants or tax advisors who may be retained by Parties, or (3) the Parties' attorneys, all of whom will be bound by the same confidentiality requirements herein. The Parties to this Agreement agree that irreparable injury will result from any breach of this Paragraph, and that the non-breaching party will be entitled to an immediate injunction against the breaching party to prevent further injury.

**5. Non-Disparagement.** The Parties agree that they will not disparage or criticize each other from the date of this Agreement forward (this provision is not intended to prevent or restrict the Parties from testifying truthfully pursuant to a lawfully issued subpoena).

**6. No Admission.** This Agreement is made as a compromise and settlement of a disputed claim between the Parties after good-faith negotiations. This Agreement: shall not be presumptively construed against any party, even if a court determines that the Agreement was drafted by one party; and shall not be admissible in any proceeding as evidence of, and shall not under any circumstances be considered an admission of the truth or legal sufficiency of, any arguments, allegations, claims and/or other matters asserted by the Parties.

**7. Choice of Law and Forum.** This Agreement is entered into in the State of California. This Agreement and any rights, remedies, or obligations provided for in this Agreement shall be construed and governed by the procedural and substantive laws enforced in accordance with the laws of the State of California without regard to the conflicts provisions thereof.

**8. Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid, unenforceable or void, it shall be severed from the remaining Agreement and shall not affect the validity or enforceability of remaining provisions.

**9. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit and/or detriment of the Parties and their respective heirs, beneficiaries, guardians, administrators trustees, executors, agents, principals, representatives, successors, and assigns.

**10. Merger and Integration.** The Parties to this Agreement acknowledge that this Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties regarding the releases set forth herein. Any prior understandings in any way relating to this Agreement and the releases set forth herein are merged and integrated into the terms and conditions of this Agreement.

**11. Counterparts.** This Agreement may be executed in multiple counterparts. Copies and facsimile copies of signature pages shall be deemed to be originals for any and all purposes.

**12. Waiver of California Civil Code Section 1542.** The Parties acknowledge and agree that this Agreement applies to all claims, losses, damages and causes of action, whether known or unknown, of whatever nature, whether these damages or losses are known or unknown, foreseen or unforeseen, or patent or latent, which they may have against any of the other

Parties. The Parties specifically waive application of California Civil Code Section 1542 and certify that they have read the following provision of California Civil Code Section 1542:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor"*

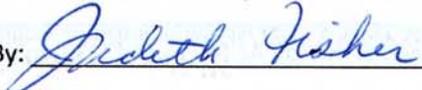
The Parties understand and acknowledge that the significance and consequence of this waiver of California Civil Code Section 1542 includes that even if they should eventually suffer additional injuries or damages relating to or arising out of the dispute set forth above, they will not be able to make any claim for those damages. The Parties acknowledge that they intend these consequences even as to claims for damages that may exist as of the date of this Agreement but which they do not know exist, and which, if known, would materially affect their decision to execute this Agreement, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

IN WITNESS WHEREOF, the Parties hereby acknowledge that they have read, understood and agreed to be bound by the terms and conditions of this Agreement:

**Claimant: Pinecrest Permittees Association**

Sign:  Dated: 10/3/19

Print Name: **Tim Fisher, President, Pinecrest Permittees Association**

Witnessed By:  Dated: 10/3/2018

Print Name: JUDITH FISHER

**MFE**

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

Print Name: \_\_\_\_\_ Position at MFE: \_\_\_\_\_

