## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This settlement agreement and mutual release ("Agreement") is entered into between William Moores and Tona Moores ("Moores"), on the one hand, and the Irish Beach Water District ("IBWD" or "District"), on the other hand, effective as of July 26, 2025 ("Effective Date").

## Recitals

- **A.** The Moores and IBWD have been parties to numerous judicial actions and agreements over the years including Mendocino County Superior Court Case Nos. 23CV00273, 23CV00277, and/or SCUK-CVG-2009-54665; and an agreement styled Stipulation for Partial Settlement.
- **B.** The parties to this Agreement desire to amicably and informally resolve their differences relating to the subject matter of these judicial actions and agreements. This settlement is a product of compromise borne out of a desire to avoid the parties unnecessarily incurring the stress, consumption of time, and financial expense of litigation.

## Agreement

- 1) Road Maintenance. As a material part of this Agreement and inducement to enter into this Agreement, contemporaneous with the execution of this Agreement, the parties are entering into the instrument styled "Road Maintenance Agreement" attached hereto as Exhibit 1.
- 2) **Culverts.** In addition to the foregoing, there are presently three culverts on Alta Mesa Road in the area of Mendocino County APN 132-320-01-00, which are presently in need of replacement. The Moores shall completely replace each of these culverts within one (1) year of the effective date of this Agreement, and upon completion of all three culverts shall be entitled to reimbursement for the costs of such replacements from the IBWD within ninety (90) days of submission of a bill (which shall include written supporting documentation evidencing the work performed such as an invoice) not to exceed fifteen thousand dollars (\$15,000). The parties to this Agreement understand and acknowledge that one potential way for the culverts to be "completely replace[d]," as that term appears above, is to install liners or retrofitting within the existing culverts and that such measures shall constitute a complete replacement if used. If the Moores fail to replace the culverts within the one-year period, IBWD shall have no financial obligation with respect to replacement of such culverts. Nothing in this paragraph or Agreement, shall obligate the District or Moores for any future payments or replacements for these culverts beyond the extent otherwise required by law nor change the respective obligations of the parties under the Road Agreement.

Moores/IBWD July 2025 Page 1 of 6 3) Charge-Free Connections. The IBWD shall provide the Moores with thirty-one (31) connections at no cost to the Moores (i.e., no connection fees, service initiation fees, or the like). Notwithstanding the forgoing, the Moores shall be solely responsible for the installation (and cost thereof) of the physical infrastructure (i.e., water pipelines, meter box, curb stop, etc.) to connect the end use facilities such as homes or businesses to the District's main line services. Ten (10) of these connections will provide service at five hundred gallons per day (500 gal/day) and twenty-one (21) of these connections will provide service at three hundred gallons per day (300 gal/day). All of these connections shall be "floating" as to their locations and the parcels as to which they are associated. The Moores shall have until December 31, 2050 to connect these connections to the IBWD system after which this term shall terminate and such connections shall no longer be floating and shall become appurtenant to the Inn Site (as to the 500 gal/day connections) and Acreage Parcels (as to the 300 gal/day connections) and be subject to the District's connection fees.

For purposes of this paragraph, "Inn Site" means the real property commonly known as 14400 S Highway 1, Manchester, CA 95459, County of Mendocino APN 131-110-0400. For purposes of this paragraph, "Acreage Parcels" means all those parcels of real property located within the IBWD's geographic boundaries of which all or part of said parcels are north of latitude 39.03012 or west of longitude -132.67376. It is understood and agreed that any parcel connected to the District shall become obligated to pay district fees and assessments and subject to District rules, policies, resolutions, etc. This paragraph shall not alter the District's prior agreement to not oppose the annexation of the Inn Site to the District.

4) Transfer of Real Property with Indemnity or Precedent Declaratory Relief. Within ninety (90) days of execution of this Agreement, the IBWD I may elect between the two options as follow:

Either:

a. The IBWD shall quitclaim to the Moores all of its interest in the real property commonly known as 132-010-3400 ("Garden Parcel"). Thereafter, should at any time any prior owner of any interest in said Garden Parcel challenge the propriety of said conveyance, the Moores shall either defend the IBWD by intervening as the real party in interest in any litigation concerning said conveyance of the Garden Parcel or shall convey back the Garden Parcel to IBWD so as to render any challenge moot. The Moores may select among these two options in their sole discretion.

<u>Or:</u>

b. The IBWD may require that the Moores first bring a declaratory relief action (at their sole expense) naming all the parties who conveyed the Garden Parcel to the District, and seeking declaratory relief that the District can convey to the Moores the Garden Parcel and that the District shall not be subject to any liability relating thereto. IBWD shall be named only as either a Nominal Defendant or Real Party in Interest (at IBWD's sole discretion) and shall have no liability for any monetary

Moores/IBWD July 2025 Page 2 of 6

- outcome, costs, or attorneys' fees whatsoever. The Moores shall indemnify IBWD in any such proceeding including but not limited to all costs and fees; IBWD shall enter into a stipulation (to the extent such a stipulation is available) confirming IBWD's neutrality on the issue of ownership and limited participation during any such action. Under either option:
- c. The Moores acknowledge and agree that the conveyance by deed shall release IBWD forever from any and all claims, known and unknown, the Moores might have relating to Mallo Pass issues including but not limited to water rights, contractual claims, the State Water Resources Control Board permit and permit revocation, and water supply claims to any property within IBWD.
- 5) De-annexation of the Nichols Ranch. The IBWD covenants to the maximum extent permitted by law to not oppose any efforts of any interested parties to de-annex any and/or all of the real property south of Irish Gulch from the IBWD. In the event of such a de-annexation, the IBWD would immediately by operation of law under this Agreement, disclaim and reconvey any interests in any ground water sources south of Irish Gulch or any surface water source to which IBWD has not made a claim or obtained a permit to divert from the State Water Resources Control Board. IBWD agrees to execute any further instruments effectuating as much.

Nothing in this paragraph (or in any de-annexation of Nichols Ranch) shall be construed in any way as the IBWD disclaiming or reconveying any priorities and interests in, claims in, rights to, or abilities to take water from Irish Gulch and any rights IBWD has to Irish Gulch shall be superior in right to any claims that might be made by the Moores (or any successor in interest to the Moores) to the properties they own in the Nichols Ranch subdivision. IBWD's Irish Gulch claims and rights to divert water shall include tributary surface and subsurface flows but not underlying groundwater resident beneath the Nichols Ranch properties. Nothing in this paragraph shall be constructed as preventing the District from filing applications for permits to divert water from any stream source other than Irish Gulch.

6) Martin Pipeline. The District shall install a new pipeline of three inches in diameter or greater (or in a size required by applicable law) in the location of the Martin Easement (or as convenient for the District within the road or shoulder), or at the District's sole option, to use the existing pipeline. The District shall not be required to install said new pipeline or connect the existing pipeline, until such time as there is a bona fide and immediate intent to construct any improvements upon any of the Northern Parcels. Further, should IBWD elect to use the existing pipeline, the installation and construction of facilities to effectuate the connection to the District's water conveyance system prior to actual connection shall be considered as satisfaction of this paragraph. For purposes of this paragraph, "Northern Parcels" means the real properties commonly known as Mendocino County APNs 131-110-36-00, 131-110-41-00, 131-110-42-00, 131-110-27-00, 131-110-16, or any portions thereof. The immediate intent to construct shall mean the acquisition of a valid

Moores/IBWD July 2025 Page 3 of 6 building permit from the County, or if installation/connection of the pipeline is a prerequisite to acquisition of a valid permit then the completion of all permitting steps that can be completed without the installation/connection of the pipeline. Upon connection, such parcels shall be subject to IBWD's rules, policies, resolutions, fees and assessments (except to the extent otherwise provided herein). In the event that the IBWD fails to install such a pipeline, or connect to the existing pipeline—regardless of the reason and including impossibility—the IBWD shall be liable for liquidated damages in a fixed sum of twelve thousand-five hundred (\$12,500), adjusted for inflation from July 2025 based upon the Engineering News Record Construction Price Index 20-cities average, and payable within ninety (90) days of notice of such a failure. Such remedy shall be the Moores' sole remedy under this paragraph. If IBWD elects to build a new pipeline, it shall not have any obligation to remove or relocate the existing pipeline.

- 7) Payment of Money Judgment. The IBWD shall fully pay to the Moores, in United States currency—and without offset or in-kind contribution—the full amount of monies due under the final judgment in Mendocino County Superior Court Case No. SCUV-CVG-2009-54665, entered on February 26, 2024 (plus post-judgment interest in the amount of \$5,000.00) no later than December 15, 2025. Nothing in this Agreement shall prevent the District from making partial payments to the Moores provided that the principal amount is paid in full by December 15, 2025.
- 8) Payment of Proposition 218 Refunds. The IBWD shall issue all refunds of any Proposition 218 monies as required under the final judgment in SCUV-CVG-2009-54665 no later than December 15, 2025.
- 9) Acknowledgement of Due Diligence and Lack of Reliance Upon Representations. The parties to this Agreement specifically acknowledge and warrant they have had more than ample and adequate opportunity to fully and completely conduct all due diligence they have deemed pertinent to this Agreement; are fully satisfied with the completeness of such due diligence; and shall not seek to invalidate this Agreement based upon their inability or failure to know any material facts pertinent to this Agreement.
- 10) Dismissal of Action. Immediately upon execution of this Agreement, the Moores shall dismiss the following two actions with prejudice: Mendocino County Superior Court Case Nos. 23CV00273 and 23CV00277. The parties agree further that this Settlement and the new Road Agreement shall entirely replace, supersede, and terminate the parties' previous agreement dated February 2016 sometimes referred to as "Stipulation for Partial Judgment" as well as any remaining obligations under the agreement commonly referred to as the "2002 Settlement Agreement" as well as any existing claims by the parties under those agreements.
- 11) General Release. The Moores, on the one hand, and IBWD, on the other hand, mutually release one another from any and all claims, obligations, liabilities, damages, or injuries, whether past or present that they may individually

Moores/IBWD July 2025 Page 4 of 6 have against one another that specifically relate to either the subject matter of this Agreement or any of Mendocino County Superior Court Case Nos. 23CV00273, 23CV00277, and/or SCUK-CVG-2009-54665. Said release further extends to all spouses, children, officers, directors, stockholders, members, attorneys, agents, trustees, beneficiaries, representatives, employees, insurers, insureds, underwriters, parents, subsidiaries, partners, affiliates, predecessors, and successors-in-interest, assignors and assigns relating to such parties.

**12) Waiver of Civil Code Section 1542.** Except as provided in this Agreement, the undersigned expressly waives any right under Civil Code section 1542 with respect to the general release above and co-extensive in scope with the general release above, which provides:

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.

- 13) Attorney's Fees and Costs. Each side shall bear their own attorney's fees and costs incurred in arriving upon and finalizing this Agreement. This Agreement neither provides for contractual prevailing party attorneys' fees in any further action nor disentitles any party to attorney's fees under any theories that might be available in a subsequent dispute.
- **14) Modifications & Waiver.** No modification or waiver of this Agreement will be effective unless made in writing and signed by the interested parties at the time of the modification or waiver.
- 15) Entire Agreement. This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter of this Agreement. This written Agreement supersedes all prior and contemporaneous statements, assurances, agreements, representations and understandings of the parties. No statement, assurance, agreement or understanding between the parties or by either party with respect to the subject matter hereof shall be effective or shall survive the execution of this Agreement unless expressly included herein.
- **16) No Admissions.** The parties understand and acknowledge that this Agreement constitutes a settlement of disputed claims and is not an admission of any liability, nor an admission of any contention of fact or law.
- 17) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Photocopied, faxed, scanned, and electronic signatures shall have the full force and effect of wet ink originals.

Moores/IBWD July 2025 Page 5 of 6 Fram: Colin Morrow

Fax: +17072348025

Fax: +17075263759

Page: 6 of 15

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- Construction. No provision of this Agreement shall be interpreted for or against any party because that party or its legal counsel drafted the provision in question.
  - Time. Time is the essence of this Agreement. 19)
- Notices. Any notices concerning this Agreement shall be given by mailing as follows:

Bill Moores and Tona Moores 3880 Sleepy Hollow Santa Rosa, CA 95404

IBWD P.O. Box 67 Manchester, CA 95459-0067

Any party may update their mailing address with written notice by mail.

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Dated:	7/301	/ 2ぐー・	
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08 / 07 / 2025 Dated:

> The Irish Beach Water District By: Danielle Hohos

Authorized Agent Acting on Resolution of the Board

- **18) Construction.** No provision of this Agreement shall be interpreted for or against any party because that party or its legal counsel drafted the provision in question.
  - **19) Time.** Time is the essence of this Agreement.
- **20) Notices.** Any notices concerning this Agreement shall be given by mailing as follows:

Bill Moores and Tona Moores 3880 Sleepy Hollow Santa Rosa, CA 95404

IBWD P.O. Box 67 Manchester, CA 95459-0067

Any party may update their mailing address with written notice by mail.

SO EXECUTED:	
Dated:	William Moores
Dated:	Tona Moores
Dated:	The Irish Beach Water District By:
	Authorized Agent Acting on Resolution of the Board

Moores/IBWD July 2025 Page 6 of 6

# EXHIBIT 1

### ROAD AGREEMENT

This Road Agreement ("Agreement") is made by and between William and Tona Moores (collectively "Moores"), on the one hand, and Irish Beach Water District ("IBWD" or "District"), on the other hand, who at times may be collectively referred to as the "Parties."

## **RECITALS**

- A. Moores is the owner and developer of several parcels and/or subdivisions of real property within and without the boundaries of IBWD. IBWD is a governmental agency who provides water to residential customers in the Irish Beach subdivisions along the Mendocino County coast.
- B. The Parties both use certain roads within IBWD's boundaries commonly known as Alta Mesa and Hillcrest Roads, which both include paved and unpaved sections. The unpaved portions of the roads are accessed through gates. The unpaved portions of the roads begin at the gates and connect allowing access from Hillcrest to Alta Mesa, which is commonly referred to as the Loop Road ("Road"). Attached to the Agreement as **Exhibit A** is a map depicting the Road.
- C. The Moores use the Road primarily for access to, and use of, properties they own in an area commonly referred to as the "Acreage Parcels." The District uses the Road primarily for access to, and use and maintenance of, certain groundwater wells, well sites, and water storage tanks that provide a public benefit by water service to properties within the District. The Parties' respective rights to the Road are set forth in various documents and established by applicable legal principles.
- D. This Agreement shall replace and terminate entirely the existing agreement between the Parties known as the *Stipulation for Partial Judgment* executed by the parties in February 2016 in the Mendocino Superior Court Case: *Moores v. Irish Beach Water District et al.*, number SCUK CVG 09-54665.
- E. The foregoing Recitals shall be incorporated into all portions of this Agreement.

## **TERMS**

This Agreement shall be the sole Agreement setting forth the Parties' duties and obligations with respect to the repair and maintenance of the Road. The Agreement applies only to the Road(s) as depicted in **Exhibit A** and shall not extend to any other roads or roadways. This Agreement does not obligate IBWD or the Moores to fund or contribute monetarily to any re-design, replacement, or capital improvement of the Road(s) except as expressly provided herein

ROAD AGREEMENT Page **1** of **6** 

- 1. IBWD Roadway Maintenance & Repair Obligations: As between Moores and IBWD, IBWD's maintenance and repair obligations of the Road, from the date of execution of this Agreement are as follows:
  - IBWD shall be solely responsible for repair of issues caused by IBWD's (or its agents') actions or inactions, improvements or repair necessitated as a result of such actions or inactions, and maintenance of said repair and improvements.
  - Except as otherwise set forth herein, IBWD shall assume financial responsibility for routine maintenance and repair of the Road in a drive worthy, graded and rocked condition.
  - IBWD shall assume the repair and maintenance of the two existing gates along the Road at Alta Mesa and Hillcrest but shall not be responsible for placing locks on the gates. The IBWD shall utilize and lock any lawfully placed locks when coming or going through said gates.
  - The District shall periodically inspect the roads for repair and maintenance provided however the frequency of such inspections shall be at the sole discretion of the district except that IBWD shall inspect at least once every six months.
- **2. Limitations on IBWD's Road Maintenance**: Despite any other provision of this Agreement, the extent of IBWD's road maintenance obligation shall be limited to, and not exceed, keeping the Road in a graded, rocked, and drive worthy condition. IBWD's obligations shall not extend to keeping the road in a condition for any commercial use or purpose, industrial use, private development purposes, or resource extraction (including but not limited to mining, timber, water hauling) or to repairing any damages caused by such uses.
- **3. Limitation Against Costs of Improvements**: The parties to this agreement understand and acknowledge that this Agreement only pertains to the costs of maintenance and repair of roadways, and does not extend to the costs of improvements to any roadways beyond any conditions in which the roadways have previously existed. <sup>1</sup>

<sup>&</sup>lt;sup>1</sup> An improvement shall be any enhancement or work that improves the roads beyond their condition existing as of the date of this agreement including but not limited to widening the roads, constructing shoulders, replacing culverts, altering grade, paving, etc. Routine maintenance shall refer to the roads in their condition existing at the time this agreement is executed and shall not include capital improvements that go beyond routine upkeep, by enhancing the road's fundamental structure beyond the condition existing as of the date this agreement is executed. The parties note that portions of the existing roads are accessible only by four-wheel drive vehicles during certain rainfall events.

- **4. No Contribution to IBWD's Obligations**: IBWD's obligations hereunder shall be at its sole expense without any right to contribution, reimbursement, assessment, or payment from the Moores. However, IBWD shall have the right to seek contribution from other persons or entities who benefit from the District's maintenance of the roads. Obligations for the Roadways beyond IBWD's obligations hereunder shall be borne by Moores and/or other persons/entities (other than IBWD) who may have responsibility for the same.
- **5. Road Maintenance Planning:** IBWD shall prepare a road maintenance plan every three (3) years after the execution of this Agreement on or before its September regular Board meeting ("Maintenance Plan"). The Maintenance Plan may be based in part on available funding as determined by IBWD. Any disputes over the details of the Maintenance Plan or any repair and maintenance of the Road shall be resolved via the dispute resolution process described in this Agreement.
- 6 Indemnity: Except as otherwise set forth herein, each party shall indemnify, defend, and hold the other harmless from all claims, demands, liabilities, costs, damages, and/or expenses, however characterized, arising out of, or in connection with, that party's obligations hereunder, excepting only such harm as may be fully and exclusively caused by the other party's fault or negligence. This obligation includes, but is not limited to, payment of all attorney's fees, costs, damages, and expenses incurred by said other party, and any awards against said other party, associated with the aforementioned claims, demands, liabilities, costs, damages, and/or expenses.

## 7. Dispute Resolution

- (a) For the purposes of this Agreement, any party alleging a "dispute" exists, shall meet and confer with the other party prior to initiating mediation or any dispute resolution. The meet and confer process shall involve providing the other party with written notice of the details of the dispute and a request to meet and confer. Upon receipt of such notice to meet and confer, the parties shall meet to discuss the dispute in good faith within 30 days of such notice. Any meeting may be held remotely by telephone or video conferencing, and may occur solely between counsel.
- (b) The parties shall mediate any disputes prior to initiating any judicial actions.
- (c) Notice of any dispute or claim relating to this Agreement shall be served by the complaining party on the other party in writing by mail, personal delivery, or email on the other party within six (6) months of the action or

ROAD AGREEMENT Page **3** of **6** 

- inaction resulting in the dispute. This written notice may be the same (or separate from) the written notice contemplated in paragraph (a) above.
- (d) The party receiving notice of the dispute or claim shall have ninety (90) days following receipt thereof to respond in writing by mail, personal delivery, or email. Failure to so respond shall constitute rejection of the dispute or claim.
- (e) If the notice of dispute or claim is rejected, disputed, or conditionally accepted, the complaining party shall have ninety (90) days to serve on the other a notice of intent to resolve the dispute or claim by mediation. The Complaining party shall bear the initial five thousand dollars (\$5000) of any costs of mediation; however, such costs shall be recoverable as a matter of right by the prevailing party in any dispute as if so identified as an allowed cost under Code of Civil Procedure section 1033.5, subdivision (a).
- (f) The Parties agree to first attend a full day (i.e., eight (8) hour) in person mediation prior to any judicial action commencing. An interested party may stay any judicial action until this is completed.

### 7. Term & Termination:

This Agreement is effective as of the date last signed below and shall continue in effect for twenty (20) years thereafter. Unless either party provides written notice to the other party (by mail or personal delivery) at least five (5) years prior to the expiration of said 20-year term of its intent to terminate this Agreement, this Agreement will be automatically renewed and effective for an additional 10 years, with successive 5-year terms automatically renewing thereafter unless written notice to the other party (by mail or personal delivery) is provided at least one (1) year prior to the expiration of each successive term. Should any landowner, including the Moores, pave (asphalt, concrete, etc.) any section of the Road, the District's obligations under this Agreement shall terminate for such paved sections of the Road. Under no circumstances shall the District be responsible for the replacement, repair or maintenance of any paved section of the roads. Should the Road Agreement terminate, or if the District's obligations under this Agreement terminate for any paved section of the road, the parties' obligations for road maintenance shall be pursuant to applicable law.

## 8 - Other

(a) The terms repair and maintenance shall be given its ordinary meaning and shall not include the remediation of major and catastrophic events (such as a significant landslide taking out a major portion of the Road) unless specifically provided in this Agreement. The District has sole discretion as to the issues of

ROAD AGREEMENT Page **4** of **6**  timing, materials, and vendors used to perform routine maintenance to preserve the road's surface and address minor issues before they escalate, so long as the District is performing under this Agreement. This includes but is not limited to tasks such as grading to remove wash-boarding, filling large potholes, gravel replacement, and cleaning ditches and culverts.

- (b) By entering into this Agreement, the parties are not waiving their present positions and contentions regarding the parties' respective obligations for road maintenance except as otherwise provided herein.
- (c) Moores shall not be assessed, billed, or otherwise charged by IBWD for its costs in implementing the foregoing except as specifically noted in this Agreement.
- (d) Nothing in this Agreement shall be deemed to grant or alter ownership, rights, or interests in and to the Roadway or real property over which the Roadway lies. To the extent IBWD does not maintain deeded easements over any property, or portion of property, that is the subject hereof, Moores grants it a license for the purpose of enabling IBWD to perform its obligations hereunder. Provided that IBWD does not waive its contended statutory rights of access or any dedicated rights granted by the County or Coastal Commission and for which Moores does not waive their opposition to said contended rights (i.e. the contention, if any, is not resolved one way or the other through this Agreement).
- (e) Unless otherwise allowed by contract provision or law, each party shall bear their own attorney's fees and costs relating to the matters that are settled under this Agreement. The parties make no admission of fact or law applicable hereto.
- (f) This Agreement may be modified only by a writing signed by each party hereto.
- (g) Notices and communication between the Parties are required or allowed hereunder shall be made as set forth below. Either party may modify the person/place/location at which such notices are to be delivered upon communicating the same to the other party in writing by mail or personal delivery. To:
  - 1. Bill Moores and Tona Moores 3880 Sleepy Hollow Santa Rosa, CA 95404
  - 2. IBWD P.O. Box 67 Manchester, CA 95459-0067

ROAD AGREEMENT Page **5** of **6**  From: Colin Morrow

01/02

Fax: +17075263759 Fax; +17072348025

07/30/2025 11:30 AM Page: 13 of 15

SO STIPULATED:

Dated: July 30, 2025

Dated: In/4 2025

08 / 07 / 2025 Dated: \_\_\_\_\_, 2025

Approved as to form:

08 / 07 / 2025 Dated: \_\_\_\_\_, 2025

08 / 07 / 2025 Dated: \_\_\_\_\_, 2025

Authorized IBWD Member/Manager

Irish Beach Water District

COLIN MORROW Attorney for Moores

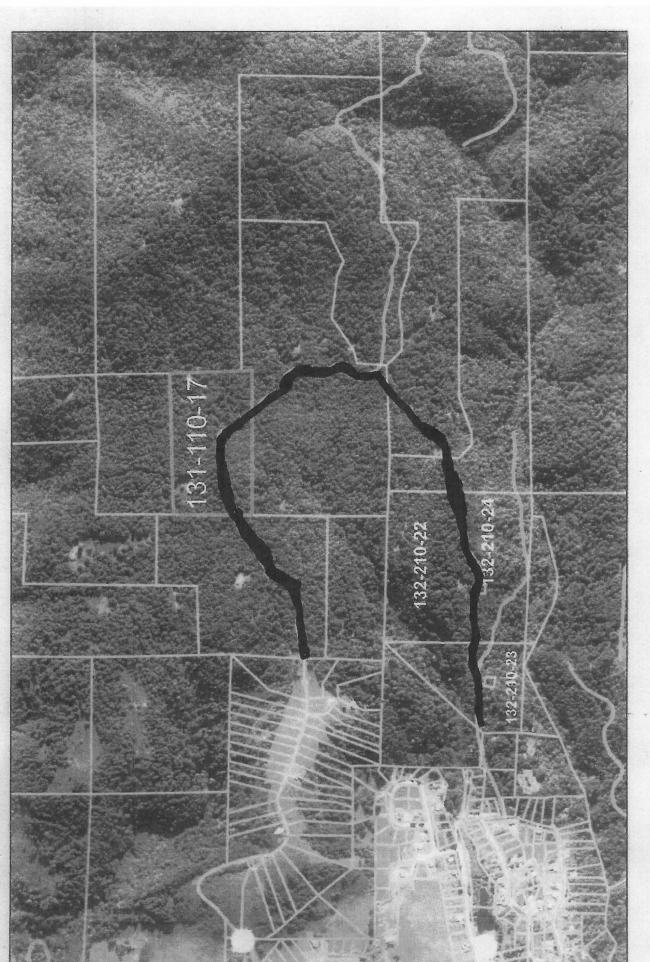
Matthew Emrick

MATTHEW L. EMRICK Attorney for IBWD

SO STIPULATED:	
Dated:, 2025	WILLIAM MOORES
Dated:, 2025	TONA MOORES
Dated:, 2025	Authorized IBWD Member/Manager Irish Beach Water District
Approved as to form:	
Dated:, 2025	COLIN MORROW Attorney for Moores
Dated:, 2025	MATTHEW L. EMRICK Attorney for IBWD

ROAD AGREEMENT
Page 6 of 6

## **EXHIBIT A**



Parcel lines are approximate. Parcel lines on this map are NOT SURVEY LINES, they are for viewing nutnoses only and should not be used to determine legal boundary lines. Parcel line can be over 200 feet off. (Parcel lines are as of December 2008)

This map is provided as a visual display of County Information. Map prepared by Mendocino County Department of Planning & Building Services Reasonable effort has been made to ensure the accuracy of the map and data provided: nevertheless, some information may not be accurate. The positional accuracy of the data is approximate and not infended to represent map accuracy from a published record of survey THE MAPP ARCHATED DATA ARE PROVIDED WITHOUT WARRANT OF ANY KIND. Either expressed or implied, induding but not limited to, the impelied werranties of merchantability and fitness for a particular purpose Do not make a business decision based on these data without first validating the information with appropriate County agency or other government entity.





Title Moores Settlement for E-Signatures

File name 250805\_Final\_and\_Signed\_Settlement.pdf

Document ID d1414851e24e8d37f339fe253d9932e90ed410bd

Audit trail date format MM / DD / YYYY

Status • Signed

## This document was requested from app.clio.com

## Document History

SENT	<b>08 / 07 / 2025</b> 08:19:55 UTC-7	Sent for signature to Danielle Hohos (dmhohos@gmail.com) and Matthew Emrick (matthew@mlelaw.com) from cmorrow@vmm-law.com IP: 98.42.5.90
VIEWED	<b>08 / 07 / 2025</b> 10:47:03 UTC-7	Viewed by Matthew Emrick (matthew@mlelaw.com) IP: 172.56.14.54

$\odot$	08 / 07 / 2025	Viewed by Danielle Hohos (dmhohos@gmail.com)
VIEWED	11:17:14 UTC-7	IP: 174.246.18.241

<u>_</u>	08 / 07 / 2025	Signed by Danielle Hohos (dmhohos@gmail.com)
SIGNED	11:18:14 UTC-7	IP: 174.246.18.241

<u> </u>	08 / 07 / 2025	Signed by Matthew Emrick (matthew@mlelaw.com)
SIGNED	12:14:23 UTC-7	IP: 172.56.14.54

$\varnothing$	08 / 07 / 2025	The document has been completed.
COMPLETED	12:14:23 UTC-7	