

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1.0 PARTIES

1.1 The principal parties to this Confidential Settlement Agreement and Mutual Release of All Claims (“Agreement”) are the COUNTY OF SANTA BARBARA and the PEOPLE OF THE STATE OF CALIFORNIA BY AND THROUGH THE COUNTY OF SANTA BARBARA (“County”) and ISLAND VIEW RANCH, LLC and ISLAND BREEZE FARMS, LLC (“Defendants”).

1.2 The County enters into this Agreement on its own behalf, on behalf of its past and present agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, and on behalf of all other persons and entities associated in any way with the County, whether acting independently, individually, on behalf of the County or otherwise, against whom any Claim has been or may be made. The County and those others are referred to below as either “County” or “County Releasees” depending on the context, and each such reference is intended to refer to them collectively, jointly, separately, and severally.

1.3 Defendants enter into this Agreement on their own behalf, on behalf of its past and present agents, servants, employees, officers, directors, administrators, representatives, and on behalf of their heirs, beneficiaries, executors, administrators, agents, representatives, attorneys, successors, and assigns, and on behalf of all other persons and entities to whom any Claim (defined below under section 4.0) has accrued or may accrue. Defendants and those others are referred to below as either “Defendants” or “Defendant Releasees” depending on the context, and each such reference is intended to refer to them collectively, jointly, separately, and severally.

2.0 SCOPE AND INTENT

2.1 This Agreement pertains to all claims asserted: (1) by the County against Defendants as stated in its Complaint for Damages filed in the Santa Barbara County Superior Court on May 21, 2021, Case No. 21CV02021 (the “Lawsuit”), against the Defendants (collectively the “Claims”).

2.2 In addition to the Claims listed in paragraph 2.1, this Agreement pertains to all Claims identified below under section 4.0 WAIVERS AND RELEASES.

2.3 Defendants and the County desire and intend this Agreement to fully resolve, finally settle, and forever extinguish all of the matters listed in paragraphs 2.1, 2.2, and section 4.0 and to hold the County and County Releasees entirely harmless with respect thereto.

2.4 Defendants and the County desire and intend this Agreement to fully supersede any and all prior agreements, understandings, discussions, and negotiations between them, written or oral, pertaining to any of the subjects of this Agreement.

3.0 CONSIDERATION

3.1 The sole consideration given by the County and the County Releasees and the Defendants and Defendant Releasees for the waivers, releases, covenants, warranties and other terms set forth in this Agreement are (1) the covenants by the County set forth in paragraph 5.0 of this Agreement and (2) the covenants by the Defendants set forth in paragraph 6.0 of this Agreement.

4.0 WAIVERS AND RELEASES

4.1 Defendants, on their own behalf and on behalf of all other Defendant Releasers, fully and finally waives, releases, acquits, discharges, and extinguishes all Claims as defined below.

4.2 In exchange for the consideration provided by the County in this Agreement, Defendants and their agents, servants, employees, officers, directors, administrators, representatives, and on behalf of their heirs, beneficiaries, executors, administrators, agents, representatives, attorneys, successors, and assigns (collectively the Defendant Releasers”) irrevocably and unconditionally fully and forever waive, release, and discharge the County, its predecessors, successors, joint employers, and assigns, and each of its and their respective agents, officers, directors, employees, and any other related person or entity, in their County and individual capacities (collectively, the “County Releasees”) from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities and expenses (inclusive of attorneys’ fees) of any kind whatsoever, whether known or unknown, (collectively, “Claims”), that the Defendant Releasers may have or have ever had against the County Releasees, or any of them, arising out of, or in any way related to the County’s lawsuit referred to in section 2.1.

4.3 The County, on its own behalf and on behalf of all other County Releasers, fully and finally waives, releases, acquits, discharges, and extinguishes all Claims as defined below.

4.4 In exchange for the consideration provided by the Defendants in this Agreement, the County and their agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, and on behalf of all other persons and entities associated in any way with the County, whether acting independently, individually, on behalf of the County or otherwise (collectively the County Releasers”) irrevocably and unconditionally fully and forever waive, release, and discharge the Defendants, their agents, servants, employees, officers, directors, administrators, representatives, and on behalf of their heirs, beneficiaries, executors, administrators, agents, representatives, attorneys, successors, and assigns, (collectively, the “Defendant Releasees”) from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities and expenses (inclusive of attorneys’ fees) of any kind whatsoever, whether known or unknown, (collectively, “Claims”), that the Defendant Releasers may have or have ever had against the County Releasees, or any of them, arising out of, or in any way related to the County’s lawsuit referred to in section 2.1.

4.3 This Agreement is intended to be effective as a general release of and bar to all claims as stated in Section 4.0. The County Releasors and the Defendant Releasors specifically waive the protections of California Civil Code Section 1542, which states: "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." The County and Defendants acknowledge that they may later discover claims or facts in addition to or different from those which they now know or believe to exist with regard to the subject matter of this Agreement, and which if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, the County Releasors and Defendant Releasors waive any and all claims that might arise as a result of such different or additional claims or facts.

5.0 COVENANTS BY THE COUNTY

5.1 To the extent allowed by law, the County shall keep strictly confidential the existence and contents of this Agreement and the discussions that preceded it, and shall not in any manner disclose, or cause to be disclosed, to any person or entity, any information regarding the Agreement or any Claim it covers.

6.0 COVENANTS BY DEFENDANTS

6.1 Defendants shall not sue or otherwise commence, maintain, join in, authorize, or in any manner seek relief through any proceeding against the County or County Releasees in any court or administrative agency, with regard to any Claim, demand, liability or obligation arising out of the County's lawsuit referred to in section 2.1. Defendants shall indemnify and hold County and County Releasees entirely harmless with respect to any damage, liability, loss, cost, expense, or attorney's fee incurred by any of them as a result of any such suit or proceeding. Defendants understand that, in any future administrative or judicial proceeding against the County or any County Releasee, this shall preclude them from placing in issue, offering into evidence, or referring to, any Claim that is a subject of this Agreement, or any document, fact, act or omission predating the execution of this Agreement.

6.2 To the extent allowed by law, Defendants shall keep strictly confidential the existence and contents of this Agreement and the negotiations that preceded it, and shall not in any manner disclose, or cause to be disclosed, to any person or entity, other than legal advisors, any information regarding the Agreement. Such confidentiality shall be maintained by Defendants and the Defendants Releasors, their representatives, attorneys, accountants, bankers, and any other persons affiliated with them.

7.0 WARRANTIES

7.1 Defendants warrant that they are of lawful age, and that they are, in all ways, legally competent to make this Agreement and to perform all of the acts it requires them to perform.

7.2 Defendants warrant that they are the sole owners of all Claims, and that there has been no assignment or transfer of any interest in any Claim. If any person or entity asserts any such assignment or transfer, Defendants shall indemnify and hold the County and County Releasees entirely harmless with respect to any damage, liability, loss, cost, expense, or attorney's fee the County or any County Releasee may incur as a result of such assertion.

7.3 Defendants understand that hereafter they may discover facts different from or in addition to those that they presently know or believe to be true regarding the matters to which this Agreement pertains, or regarding the consequences of this Agreement, and understand that, notwithstanding any such discovery, this Agreement shall remain binding, in full force, and unaffected in any way.

7.4 Defendants understand that this Agreement contains all of the terms agreed upon, and that the terms of this Agreement are contractual, and not a mere recital.

7.5 Defendants warrant that no promise, representation, or inducement of any sort, oral or written, has been made to his regarding the subject matter, basis, or effect of this Agreement, or otherwise regarding this Agreement, except as expressly set forth in this Agreement.

7.6 Defendants warrants that they have been given ample opportunity to review and consider this Agreement, and to consult with independent advisors, including attorneys of their choosing, regarding the advantages and disadvantages of making this Agreement, and the meaning and consequences of its terms; and that they enter into this Agreement based upon that advice, with full knowledge and understanding of the meaning and consequences of its terms, and of their legal rights and alternatives.

7.7 Defendants warrant that they willingly and voluntarily consent to all of the terms of this Agreement, free from any pressure, menace, or duress.

8.0 MISCELLANEOUS

8.1 This Agreement shall be construed and enforced in accordance with the laws of the State of California.

8.2 The language of this Agreement is the result of negotiations between the parties, hence the language of all of the parts of this Agreement shall be construed as a whole, according to its plain meaning, and shall not necessarily be construed for or against any particular party. The headings of this Agreement are intended solely for convenience of reference, and shall not be construed to amplify, limit, modify, or otherwise affect any of the terms of this Agreement, or used to interpret the meaning of any such term.

8.3 Neither this Agreement nor any act taken pursuant to this Agreement shall constitute or be construed as an admission of any fault, misconduct, wrongdoing, or liability on

the part of the County or any County Releasee, all of whom deny any fault, misconduct, wrongdoing, or liability.

8.4 Neither this Agreement nor any act taken pursuant to this Agreement shall constitute or be construed as an admission of any fault, misconduct, wrongdoing, or liability on the part of the Defendants or any Defendant Releasee, all of whom deny any fault, misconduct, wrongdoing, or liability.

8.5 This Agreement constitutes a single, integrated written contract, and expresses the entire agreement of the parties with respect to the subject matter of this Agreement. No supplement, modification, or amendment to this Agreement shall be effective unless contained in a writing that (a) expressly states the intent of the parties to supplement, modify, or amend this Agreement, and (b) is signed by duly authorized representatives of Defendants and the County.

8.6 The terms of this Agreement are severable, and the invalidity of any term shall not affect the validity of any other term.

8.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, which taken together shall constitute one and the same instrument.

8.8 This Agreement shall become effective on the last date it is executed by a principal party.

[Signatures on next page]

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, AND FULLY UNDERSTAND AND AGREE WITH ALL OF ITS TERMS

Executed on this 6th day of MAY, 2024, at VENTURA, California.

h

DYLAN HYDE

Executed on this ___ day of ___, 2024, at ___, California.

ROBYN WHATLEY-MILLER

Executed on this ___ day of ___, 2024, at ___, California.

LOIS VON MORGANROTH

Approved as to Form only:

Executed on this ___ day of ___, 2024, at ___, California.

Joshua E. Lynn *as to form*
LYNN & O'BRIEN, LLP
Attorneys for Defendants ISLAND VIEW RANCH, LLC and ISLAND BREEZE FARMS, LLC

Executed on this ___ day of ___, 2024, at ___, California.

COUNTY OF SANTA BARBARA

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, AND FULLY UNDERSTAND AND AGREE WITH ALL OF ITS TERMS

Executed on this _____ day of _____, 2024, at _____, California.

DYLAN HYDE

Executed on this 6 day of May, 2024, at _____, California.

Robyn Whatley Miller

ROBYN WHATLEY-MILLER

Executed on this _____ day of _____, 2024, at _____, California.

LOIS VON MORGANROTH

Approved as to Form only:

Executed on this 7 day of May, 2024, at Santa Barbara, California.

[Signature]

Joshua E. Lynn *as to form*

LYNN & O'BRIEN, LLP

Attorneys for Defendants ISLAND VIEW RANCH, LLC and ISLAND BREEZE FARMS, LLC

Executed on this 7th day of May, 2024, at Santa Barbara, California.

Barbara Carroll

COUNTY OF SANTA BARBARA

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, AND FULLY UNDERSTAND AND AGREE WITH ALL OF ITS TERMS

Executed on this _____ day of _____, 2024, at _____, California.

DYLAN HYDE

Executed on this _____ day of _____, 2024, at _____, California.

ROBYN WHATLEY-MILLER

Executed on this 4 day of May, 2024, at Ventura, California.

Lois von Morganroth
LOIS VON MORGANROTH

Approved as to Form only:

Executed on this _____ day of _____, 2024, at _____, California.

Joshua E. Lynn as to form
LYNN & O'BRIEN, LLP

Attorneys for Defendants ISLAND VIEW RANCH, LLC and ISLAND BREEZE FARMS, LLC

Executed on this _____ day of _____, 2024, at _____, California.

COUNTY OF SANTA BARBARA