

Exhibit O

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT is entered into this _____ day of _____, 1977, by and between the State of California ("State"), Barbara Barnard Smith; Helen Margaret Smith; Barbara B. Smith and Janice P. Willis (formerly Janice P. Smith), as Trustees under the Will and Codicil of Rodney H. Smith, deceased; Walter W. Hoffman; and Katherine Hoffman Haley, ("Plaintiffs"), and the County of Ventura ("County").

R E C I T A L S:

A. On November 9, 1972, the plaintiffs filed a complaint for inverse condemnation against the State in the Superior Court of the State of California in and for the County of Ventura as Case No. 2741X alleging, in general, that as a direct and proximate result of the construction of a portion of Highway 101 in the area near the plaintiffs' property as described more particularly in said complaint, the plaintiffs' property was damaged and a portion thereof taken by the erosion of ocean front property.

B. The County is the owner of that certain property located adjacent and south of the plaintiffs' property fronting on the Pacific Ocean, commonly known and referred to as "Hobson Park".

C. Immediately following the completion of the construction of said Highway 101 improvement, the State constructed a rock seawall revetment along a portion of the plaintiffs' property in order to protect the single family residences located thereon. The remaining portion of the plaintiffs' property located to the south of the most southerly extension of said revetment and adjacent to the County Park was not improved with said revetment and was left unprotected, as was the Hobson Park.

D. On or about August 6, 1976, the State submitted to the plaintiffs and the County a proposal for the construction of a rock

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seawall revetment along the southerly ocean frontage of the plaintiffs' property and Hobson Park to tie in with the existing revetment along the northerly frontage of the plaintiffs' property. The plans were reviewed by the County and the plaintiffs and approved. A copy of said plans and specifications is attached hereto marked "Exhibit A" and incorporated herein by this reference. On or about said date it was agreed that the State would construct the said rock revetment according to the approved plans and specifications and upon completion the County and the plaintiffs would release the State from all liability for damage to their respective properties as a result of the construction of the Highway 101 improvement, and the plaintiffs would dismiss the said complaint filed in the Superior Court of Ventura County, with prejudice.

NOW, THEREFORE, in consideration of the agreements contained herein and the construction of the said revetment by the State it is agreed as follows:

1. Upon the execution hereof by all parties plaintiffs will cause a dismissal with prejudice in the said Superior Court action to be filed and a file-stamped copy thereof delivered to the State.
2. The State will deliver to plaintiffs upon the receipt of a duly executed copy hereof the sum of One Thousand Three Hundred Ninety-One Dollars (\$1,391.00) as reimbursement to the plaintiffs for costs and expenses incurred in connection with hiring Dr. Bernard W. Pipkin, PHD, as a consulting engineer in relation to this case, payable to the Seacliff Land Company, 2495 Harbor Boulevard, Ventura, California, 93001.
3. Upon receipt of a signed copy of this agreement, the County will deliver to the State the sum of One Thousand Dollars (\$1,000.00) to defray a portion of the costs incurred in the

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construction of the revetment.

4. The State hereby warrants that the revetment constructed pursuant to this agreement on the plaintiffs' and County's property was constructed in accordance with the plans and specifications attached hereto as "Exhibit A."

5. Plaintiffs and County hereby fully release and discharge the State from any and all liability, claims or causes of action for damages of any kind or nature, known or unknown, existing or non-existing, relating to or arising out of any erosion or accretion caused by or related to the construction of the Highway 101 improvement, the said revetment constructed immediately after the completion of the said highway and the revetment built pursuant to this agreement, except such damages that may result from the construction of the revetment built pursuant hereto or any portion of it, in a manner which is not consistent with the plans and specifications therefor.

6. All parties acknowledge having been apprised of all rights that may be granted to them pursuant to Section 1542 of the California Civil Code which reads as follows:

"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 immaterially affected his settlement with the debtor."

Having been so apprised, the parties nevertheless elect to, and do, waive all rights that may be granted to them pursuant to said section and do further assume all risks for claims heretofore or hereafter arising, known or unknown, from the subject matter of this release.

7. This release agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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void or attempt to void or terminate this agreement or modify the same; then the prevailing party in such action shall be entitled to recover his costs of suit and reasonable attorney's fees.

9. The State shall hereafter have no duty to maintain or repair the said revetment or any portion of it, except and unless there is need for the same as a proximate result of the revetment being built in a manner which is inconsistent with the plans and specifications therefor. It is acknowledged that the plaintiffs and the County, as the owners of their respective properties, may undertake such maintenance and repair as they deem appropriate but they shall have no obligation to do so.

10. This compromise and release of the disputed claims herein does not constitute an admission of liability on the part of the State for damages sustained at the time and place above-mentioned.

11. This agreement may be executed in counter-parts with the same force and effect as if executed in the form of a single document.

STATE OF CALIFORNIA

by: *Joseph W. Wilson*

by: _____

"STATE"



COUNTY OF VENTURA

by: *Fred Scandian*

"COUNTY"

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Barbara Barnard Smith
Barbara Barnard Smith

Helen Margaret Smith
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Katherine Hoffman Haley
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Janice P. Willis
Janice P. Willis

and *Barbara B. Smith* as
Barbara B. Smith

Trustees under the Will and Codicil of Rodney H. Smith, deceased