

Appendix J Settlement Agreement

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SETTLEMENT AGREEMENT

--- THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into as of _____, 2011 (the "Execution Date") by and between THE HUNT CLUB COMMUNITY ASSOCIATION, a non-profit mutual benefit corporation organized and existing under the laws of the State of California ("Hunt Club"), the City of San Juan Capistrano ("City") and the STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, a governmental department with the State of California ("Caltrans"). This Agreement shall become effective upon its approval by the Orange County Superior Court, and its incorporation in the judgment in the hereinafter described Lawsuit, in accordance with Section Four below.

RECITALS

A. On November 30, 2009, Caltrans certified its final "Environmental Impact Report for State Route 74-Lower Ortega Highway Widening Project, State Clearing House Number 2007071038 (the "FEIR"), and approved the "State Route 74-Lower Ortega Highway Widening Project" as described in the FEIR (the "Project"). The widening proposed by the Project is intended to increase the number of lanes on State Route 74 ("Ortega Highway") from two lanes to four lanes from Calle Entradero (Post Mile 1.0) to the easterly boundary of the City of San Juan Capistrano ("City") and the western boundary of the County of Orange. (For purposes of enforcement of this Agreement, the lanes closest to the center median of Ortega Highway within the boundaries of the Project shall be deemed to be the lanes added by the Project, and are hereinafter referred to as the "Project Lanes.") The Hunt Club, the City and other parties had previously filed comments with Caltrans, objecting to the draft EIR.

B. On December 17, 2009, the Hunt Club filed the proceeding entitled "*The Hunt Club Community Association v. State of California Department of Transportation*," Orange County Superior Court Action No. 30-2009-00328947 (the "Lawsuit"), challenging the sufficiency of the FEIR and the validity of Caltrans' approval of the Project under the California Environmental Quality Act, Public Resources Code Section 21000, *et seq* ("CEQA"). The Hunt Club's Lawsuit challenges to the adequacy of the FEIR relate principally to the traffic safety, noise and aesthetic impacts to residents and guests of the Hunt Club community resulting from implementation of the Project.

C. On or about December 29, 2009, the City filed a petition for writ of mandate against Caltrans, challenging the adequacy of the FEIR and the approval of the Project under CEQA, as Orange County Superior Court No. 30-2009-00333448 (the "City Action"). On April 1, 2010, the Court in the Lawsuit entered an order consolidating the City CEQA action with the Lawsuit.

D. On or about November 16, 2010, Caltrans executed an addendum to the FEIR, dated November 15, 2010, to incorporate into the Project additional project mitigation elements including a traffic signal at the intersection of Ortega Highway and Via Cordova/Hunt Club Drive; the use of rubberized asphalt/concrete; the reconstruction of the meandering sidewalk on the north side of Ortega Highway near the western limits of the Project; a prohibition against nighttime Project construction activities; and the development of an aesthetic and landscaping

plan/committee to include participation by the City (the "Addendum"). (The FEIR, as supplemented by the Addendum, is hereinafter referred to as the "Project CEQA Clearance.")

E. Through this Agreement, the Hunt Club, the City and Caltrans desire to resolve the Lawsuit and allow the Project to proceed on condition that Caltrans incorporate those mitigation elements identified in the Final EIR and Addendum, including but not limited to traffic, safety, aesthetic and noise abatement measures into the Project as described herein.

F. It is understood between the parties that depending on funding source and other factors, Caltrans may or may not be the entity responsible for actually implementing/constructing the Project, but that as the CEQA Lead Agency, Caltrans may use its discretion to provide additional mitigation elements to the Project as part of the CEQA process. This decision making may be reflected in one or more Addenda consistent with CEQA. Caltrans shall ensure that the entity responsible for implementing and/or constructing the Project complies with the terms of this agreement.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the mutual covenants and promises of the Hunt Club, the City and Caltrans as hereinafter contained, and to avoid unnecessary litigation, the parties to this Agreement agree as follows:

Section One: Additional Project Mitigation Features.

The Project shall be constructed as described in the Project CEQA Clearance (including all mitigation measures set forth therein), and additionally shall incorporate into the Project the Project features set forth in this Section One to address traffic, aesthetic and noise concerns raised by the Hunt Club and the City:

1.1 Traffic Control Signal at Hunt Club Drive.

(a) As mitigation for potential pedestrian and traffic delay impacts, the Project shall include a four-way traffic control signal in accordance with the design, construction and operation standards set forth in the then current version of Part 4 (Highway Traffic Signals) of the California Manual on Uniform Traffic Control Devices (the "Traffic Signal Improvements") to control vehicular traffic movements at the intersection of Ortega Highway/Hunt Club Drive/Via Cordova in the City (the "Intersection"). Caltrans and/or the entity responsible for actually implementing/constructing the Project, shall be responsible for the design and installation costs associated with the Traffic Signal Improvements. The Traffic Signal Improvements shall be designed in accordance with sound engineering principles, and shall generally conform to the geometric features identified in the attached Exhibit "A" which is incorporated by reference.

(b) During the Aesthetics Committee process described below, and prior to the commencement of construction/installation of the Traffic Signal Improvements, Caltrans (or the Caltrans designee, if applicable) shall provide to the City and the Hunt Club a copy of the proposed design. The City and the Hunt Club shall provide any comments regarding the Traffic Signal Improvements to Caltrans (or the Caltrans designee) within twenty (20)

business days following the date of their receipt by the City and the Hunt Club. In the event any party disputes whether the design of the Traffic Signal Improvements comply with the requirements of this Agreement, the parties shall participate in informal dispute resolution in accordance with Paragraph 7.5 below.

(c) The Traffic Signal Improvements shall include the following general features:

(1) Vehicle detectors and signalization for actuated protected vehicular operations from Hunt Club Drive onto Ortega Highway;

(2) Vehicle detectors and signalization for actuated protected vehicular left-turn movements from Ortega Highway into Hunt Club Drive; and

(3) Pedestrian control features for protected crossings of Ortega Highway by pedestrians at Hunt Club Drive.

(d) Caltrans, or the agency responsible for construction contract administration for the Project, shall not accept the Project contract as being complete or substantially complete, nor shall it file a Notice of Completion pursuant to California Civil Code section 3093, until the Traffic Signal Improvements are installed, activated and operational.

(e) Caltrans and the City agree to share post-construction and maintenance costs for the traffic signal on an equal (50%-50%) basis. Caltrans and the City further agree to amend an existing Cost Sharing Agreement to document this agreement.

1.2 Guardhouse Relocation. As part of the Project, the Hunt Club's existing guardhouse and/or gate at Hunt Club Drive immediately north of the Intersection, including all structures, fixtures, utility connections and landscaping ("Guardhouse") shall be relocated to avoid, mitigate or otherwise address the potential hazard of vehicles stopped at the Guardhouse from queuing onto State Route 74. Following construction of the Traffic Signal Improvements, the relocated Guardhouse shall accommodate at least as much distance for queued vehicles between the guard gate and the roadway as were accommodated by the original location of the Guardhouse prior to the installation of the Traffic Signal Improvements. The Guardhouse relocation shall be substantially completed prior to final acceptance of the Project construction and shall be completed prior to the recordation of a Notice of Completion pursuant to California Civil Code section 3093.

1.3 Sidewalk Replacement. In the event that the Project requires the removal of a portion of the existing parkway, sidewalk and landscape from the land immediately to the north of Ortega Highway and between the Intersection and Calle Entradero, Caltrans shall ensure that the parkway, sidewalk and landscaping are reconstructed to resemble, to the greatest extent reasonably possible in light of the reduced area, the parkway, sidewalk and landscaping in existence prior to the construction of the Project (collectively, the "Sidewalk Replacement"). The parties acknowledge that the existing sidewalk on the northerly side of Ortega Highway between the Intersection and Calle Entradero is constructed as a curved and meandering (rather than linear) sidewalk, and the Sidewalk Replacement shall replicate the curved and meandering alignment and appearance of the existing sidewalk to the greatest extent reasonably possible

based upon the area available for sidewalk construction. The sidewalk replacement shall be substantially completed in accordance with this Agreement prior to the recordation of a Notice of Completion pursuant to California Civil Code section 3093.

1.4 Aesthetic Mitigation.

1.4.1 Landscape Enhancements. In order to further mitigate aesthetic impacts, the Project shall include additional landscaping, and additional trees where feasible, than the landscaping and trees described as Project features or Project mitigation in the Project CEQA Clearance (collectively, the "Landscape Enhancements").

(a) Landscape Enhancements shall be installed on the north side of the Intersection adjacent to the entrance into the Hunt Club community, as well as on the north side of Ortega Highway from the Intersection to the west side of the Calle Entradero entrance off of Ortega Highway, in the City (the "Landscape Enhancement Area").

(b) Prior to the installation of the Landscape Enhancements, the agency constructing the Project shall prepare a Landscaping Plan depicting the Landscape Enhancements proposed to be installed in accordance with this Agreement. The agency constructing the Project shall provide a copy of that plan prior to awarding the construction contract to the Hunt Club for its review, and shall meet and confer with the Hunt Club's representatives and consider in good faith any recommendations or suggestions made by the Hunt Club's representatives.

(c) The parties anticipate that the value of the Landscape Enhancements shall be approximately Fifty Thousand Dollars (\$50,000.00); provided, however, that the entity constructing the Project shall have no obligation to expend in excess of Fifty Thousand Dollars (\$50,000.00) for the Landscape Enhancements.

(d) Separate from the Landscape Enhancements, all trees that are removed as part of the Project shall be replaced by Caltrans or the agency constructing the project at a minimum ratio of three replacement trees for each removed tree (3:1). Replacement trees for trees removed from the Landscape Enhancement Area shall be planted on the slopes or within the existing landscaped portion of the Landscape Enhancement Area. No trees are anticipated to be planted between the Sidewalk Replacement and the back of the relocated curb on the north side of Ortega Highway.

(e) The Landscape Enhancements shall be substantially completed prior to the recordation of a Notice of Completion pursuant to California Civil Code section 3093.

1.4.2 Aesthetics Committee.

An aesthetics and landscape plan committee shall be established to provide guidance on the aesthetic design of retaining walls and sound walls included in the Project, and the landscape plan for the Project. Representatives from the City and the Hunt Club shall be included in the aesthetic and landscape plan committee. The City Council and Hunt Club Board shall each appoint two members to the committee and each shall notify Caltrans in writing of the

appointees. As part of the design phase of the Project, Caltrans and the aesthetics and landscape plan committee shall analyze the feasibility and consider the inclusion of terraced retaining walls.

1.4.3 Transparent Material for Sound Walls.

(a) Sound walls constructed as part of the Project on the south side of Ortega Highway, east of Via Cordova, shall include transparent sound attenuating material for the upper approximately five feet of the wall. The transparent attenuating material used for the sound walls shall be a durable, long lasting material.

(b) Caltrans, or the agency implementing the Project, agrees to enter into a Contribution Agreement with the City to transfer to the City an amount representing the costs of obtaining a replacement set of transparent panels for the sound walls. This agreement would be finalized prior to the "Ready to List" stage of project delivery.

(c) The City agrees to accept responsibility for maintenance (but not initial installation) of the sound walls if the sound walls are located on City property.

Section Two: Noise Mitigation.

2.1 Supplemental Noise Measurements. Prior to the commencement of Project design, Caltrans shall at its sole cost conduct actual (not modeled) noise measurements within the Hunt Club community areas northerly of Ortega Highway from Hunt Club Drive to Calle Entradero in the City (the "Noise Measurements") to confirm assumptions used in the noise analysis included in the CEQA process. Caltrans shall provide written notice to Hunt Club prior to the commencement of the Noise Measurements. The Noise Measurements shall be conducted or supervised by a qualified engineer employed by, or under contract to Caltrans, using noise measuring devices and standards approved by the United States Department of Transportation's Federal Highway Administration, and Caltrans. Upon their completion, Caltrans shall furnish copies of the noise measurements to the Hunt Club.

2.2 Noise Mitigation. In the event the additional measurements indicate the noise impacts of the Project requires additional attenuation, Caltrans shall analyze the impacts consistent with the CEQA process.

2.3 Prohibition on Nighttime Construction. Nighttime construction activities shall be generally prohibited for the Project. Nighttime construction activities shall only be allowed in emergency situations, for the installation of traffic signals, or if Caltrans or the entity responsible for construction the Project has received prior approval from the City for non-emergency nighttime construction activities.

2.4 Rubberized Asphalt Concrete. The Project shall include the use of rubberized asphalt concrete along the Project's roadway footprint.

Section Three Restriction on Widening North Side of Ortega Highway.

The parties acknowledge that the Hunt Club strongly opposes any loss or reduction of landscape, turf or parkway on the northern side of Ortega Highway between the Intersection and Calle Entradero, as well as any widening or expansion of the paved surface along the north side of Ortega Highway between the Intersection and Calle Entradero. Notwithstanding language to the contrary in the Project CEQA Clearance, Caltrans shall not expand or widen the roadbed on the north side of Ortega Highway between the Intersection and Calle Entradero by more than from 6.2 to 7.6 linear feet, as measured from the northern curb of Ortega Highway between the Intersection and Calle Entradero existing as of the date of this Agreement, as shown on the site plans attached hereto as Exhibits B-1 and B-2 and incorporated herein by this reference.

Section Four: Entry of Judgment and Effective nessof Agreement

4.1 The Hunt Club, the City and Caltrans mutually acknowledge that this Agreement shall not be effective unless and until this Agreement, and all of its terms and conditions, are approved by the Court in the Lawsuit and incorporated into a final judgment entered by the Court in the Lawsuit.

4.2 Within 30 days following the Execution Date, the Hunt Club, the City and Caltrans shall jointly apply for or file a motion requesting that the Court in the Lawsuit approve this Agreement, enter judgment in the Lawsuit incorporating this Agreement and all of its terms and conditions, and reserve continuing jurisdiction over the Lawsuit for the limited purpose of enforcing the terms and conditions of this Agreement. The judgment entered by the Court in the Lawsuit further shall allow Caltrans or the appropriate agency to proceed with the implementation of the Project, on condition that Caltrans or the agency implementing the project, comply with each and all of the requirements, obligations and restrictions imposed upon Caltrans by this Agreement.

4.3 The judgment entered by the Court in this Lawsuit shall provide that any party may enforce any of the terms of this Agreement by filing a noticed motion with the Court in this Lawsuit after complying with informal dispute resolution process set forth in Paragraph 8.5 below, and that the prevailing party in such motion shall be entitled to its court costs and reasonable attorneys' fees.

4.4 The date of entry of the judgment in this Lawsuit shall be the Effective Date for purposes of this Agreement.

4.5 The Hunt Club and Caltrans each waives any and all right that it may have to appeal or otherwise seek reconsideration or appellate review of the judgment entered in the Lawsuit.

Section Five: Release of Claims and Covenant Not to Sue or Challenge Project.

5.1 The Hunt Club, on behalf of itself and its officers, directors, employees, successors and assigns, past, present and future, hereby fully and forever waives, releases , discharges, and covenants not to sue Caltrans and its officers, employees, successors or assigns with respect to any and all claims, demands, costs, expenses, damages, judgments, orders, and

liabilities of whatever kind or nature, in law, equity or otherwise, including but not limited to claims for attorneys' fees and/or costs, whether now known or unknown, vested or contingent, suspected or unsuspected, and whether or not concealed or hidden, that are based upon or arise out of any of the claims, causes of action or defenses asserted by the Hunt Club in the Lawsuit (collectively, the "Released Claims").

The City, on behalf of itself and its officers, directors, employees, successors and assigns, past, present and future, hereby fully and forever waives, releases, discharges, and covenants not to sue Caltrans and its officers, employees, successors or assigns with respect to any and all claims, demands, costs, expenses, damages, judgments, orders, and liabilities of whatever kind or nature, in law, equity or otherwise, including but not limited to claims for attorneys' fees and /or costs, whether now known or unknown, vested or contingent, suspected or unsuspected, and whether or not concealed or hidden, that are based upon or arise out of any of the claims, causes of action or defenses asserted by the City in the Lawsuit (collectively, the "Released Claims").

5.2 The release set forth in this Section Five is not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, obligations, agreements, promises or representations of either the Hunt Club, the City or Caltrans existing by reason of, or otherwise arising out of, this Agreement. Specifically, but without limiting the foregoing, the parties expressly acknowledge that the Released Claims exclude any claims, demands, costs, expenses, damages, judgments, orders or liabilities relating to Caltrans' performance of any component of the Work and any other requirement, obligation or restriction imposed upon Caltrans under this Agreement.

5.3 The release set forth in this Section Five is not intended to be, and shall not, constitute a general release. However, to the extent applicable to the matters released herein, the Hunt Club and the City hereby expressly waives any and all rights, defenses and benefits the Hunt Club might otherwise have under the provisions of section 1542 of the California Civil Code, which reads in full as follows:

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

The Hunt Club and the City expressly acknowledge that, notwithstanding section 1542 of the California Civil Code, or any other statute or rule of law of similar import, this release shall be given full force and effect according to each and all of its express terms and provisions.

5.4 The Hunt Club, for itself, its officers, directors, employees, successors and assigns, agrees not to challenge or oppose the implementation of the Project, or seek judicial relief against the Project under the Lawsuit, so long as the Project is constructed in accordance with the Project CEQA Clearance and this Agreement, and Caltrans complies with all of the requirements, obligations and restrictions imposed on it by this Agreement and ensures the entity responsible for implementing/constructing the Project complies with all of the requirements, obligations and restrictions included in this Agreement. Notwithstanding the foregoing, the Hunt

Club does not waive its rights to receive just compensation for any property that Caltrans may determine to acquire in order to implement the Project.

5.5 The City, for itself, its officers, councilmembers, employees, successors and assigns, agrees not to challenge or oppose the implementation of the Project, or seek judicial relief against the Project under the Lawsuit, so long as the Project is constructed in accordance with the Project CEQA Clearance and this Agreement, and Caltrans complies with all of the requirements, obligations and restrictions imposed on it by this Agreement and ensures the entity responsible for implementing/constructing the Project complies with all of the requirements, obligations and restrictions included in this Agreement. Notwithstanding the foregoing, the City does not waive its rights to receive just compensation for any property that Caltrans may determine to acquire in order to implement the Project.

Section Six Warranties.

6.1 Each person whose signature is affixed to this Agreement in a representative capacity represents and warrants that he or she is fully authorized to execute this Agreement on behalf of, and to bind, the party on whose behalf his or her signature is affixed, and that no other approvals or consents are necessary in connection therewith.

6.2 The Hunt Club, the City and Caltrans each represents and warrants that it has carefully read this Agreement and knows and understands its contents. Each party hereto is represented by legal counsel and has had the opportunity to consult with its counsel to fully understand the terms of this Agreement.

6.3 The Hunt Club, the City and Caltrans each represents and warrants that it enters into this Agreement of its own free will, and not under the influence of duress, coercion or threat from any source.

6.4 The Hunt Club and the City warrant that they have made no assignment, and will make no assignment, of any claim, cause of action, right of action, or any right of any kind whatsoever that comprises or is included in any of Released Claims.

Section Seven Miscellaneous Provisions.

7.1 No admission of liability. It is understood and agreed that in making this Agreement, the Hunt Club, the City and Caltrans each acknowledge that the compromise reached herein shall not be construed as an admission of liability or an admission of the sufficiency of any of the claims, defenses, counterclaims or allegations in the Lawsuit; rather this Agreement is a compromise of a dispute between the Hunt Club, the City and Caltrans.

7.2 Costs and Attorneys' Fees. Except as specifically provided herein, the Hunt Club, the City and Caltrans shall each bear its own costs, expenses and attorneys' fees related to the Lawsuit, the preparation and processing of this Agreement, and the application for and processing of a judgment incorporating this Agreement as set forth in Section Five above.

7.3 Integrated Agreement. This Agreement, and the judgment into which it will be incorporated, constitutes a single integrated written instrument expressing the entire

agreement of the Hunt Club, the City and Caltrans concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by either the Hunt Club, the City or Caltrans, except as specifically set forth in this Agreement and in the judgment into which this Agreement is incorporated. All prior and contemporaneous discussions and negotiations with respect to the subject matter of this Agreement have been and are merged and integrated into, and are superseded by, this Agreement and the judgment into which it is incorporated.

7.4 Cooperation. The Hunt Club, the City and Caltrans each agree to timely execute and deliver any and all documents and instruments necessary to effectuate the terms and conditions of this Agreement.

7.5 Disputes. Should any dispute arise regarding the interpretation or performance of any of the terms of this Agreement, or whether any term or condition of this Agreement has been breached, the aggrieved party shall provide written notice to the other party setting forth the nature of the dispute (the "Dispute Notice"). Within thirty (30) days of the date of the Dispute Notice, the party receiving it shall provide a written response to the aggrieved party; and, within fifteen (15) days after the date of the written response, the Hunt Club, the City and Caltrans shall meet and confer in good faith to resolve the dispute. No party shall file a motion or other pleading with the Court to enforce the terms of this Agreement or the judgment incorporating this Agreement until the process set forth in this Paragraph 7.5 is completed.

7.6 Construction, Interpretation and Precedence. This Agreement shall be interpreted under the laws of the State of California. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, regardless of which party was principally responsible for drafting any specific term or condition. It is acknowledged that counsel for the Hunt Club, the City and Caltrans have all participated in the drafting of this Agreement. The Agreement shall be deemed to have been drafted by the Hunt Club, the City and Caltrans, and no party shall argue otherwise. In the event of a conflict between any provision of this Agreement and any provision of the Project CEQA Clearance, the provisions of this Agreement shall prevail.

7.7 Successors and Assigns. This Agreement shall bind and inure to the benefit of the Hunt Club, the City and Caltrans, and their respective successor and assigns.

7.8 Headings. All headings are for convenience of reference only, and shall be disregarded when interpreting this Agreement.

7.9 Notices. Any payment, notice, request, demand, instruction or other communication to be given to either party under this Agreement shall be in writing and personally delivered by reputable overnight delivery service, or sent by first class United States mail, postage prepaid and addressed as follows:

<u>If to the Hunt Club:</u>	The Hunt Club Community Association c/o Common Interests, Inc. 3551 Camino Mira Costa, Suite N San Clemente, CA. 92672
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With a copy to Joel D. Kuperberg
Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626

If to Caltrans: Department of Transportation District 12
3347 Michelson Drive, Ste. 100
Irvine, CA. 9261
Attn: District Director

With a copy to Glenn B. Mueller
Department of Transportation
Legal Division,
4050 Taylor Street, M.S.-130
San Diego, CA 92110

If to the City: City Manager
City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675

With a copy to: Amy Minteer
Chatten-Brown and Carstens
2601 Ocean Park Blvd., Ste 205
Santa Monica, CA 90405

The addresses and contact persons for the purposes of this Paragraph 7.9 may be changed by giving written notice of such change in the manner provided in this paragraph; provided that such new address or contact person shall not become effective until first acknowledged by the other party.

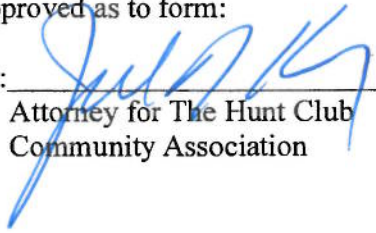
7.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Execution Date, and this Agreement becomes effective as of the Effective Date.

Approved as to form:

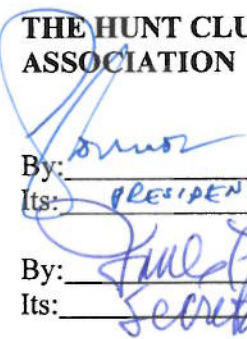
By: _____
Attorney for The Hunt Club
Community Association



**THE HUNT CLUB COMMUNITY
ASSOCIATION**

By: _____
Its: PRESIDENT

By: _____
Its: Secretary



Approved as to form:

By: _____
Attorney for The City of San
Juan Capistrano

THE CITY OF SAN JUAN CAPISTRANO

By: _____
Its: _____

By: _____
Its: _____

Approved as to form:

By: _____
Attorney for State of California
Department Of Transportation

**STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

By: _____
Its: _____

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Execution Date, and this Agreement becomes effective as of the Effective Date.

Approved as to form:

THE HUNT CLUB COMMUNITY ASSOCIATION

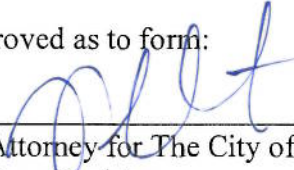
By: _____
Attorney for The Hunt Club
Community Association


By: _____
Its: _____

By: _____
Its: _____

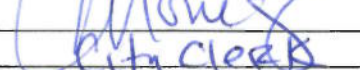
Approved as to form:

THE CITY OF SAN JUAN CAPISTRANO

By:  _____
Attorney for The City of San
Juan Capistrano

By:  _____
Its: MAYOR

Attest

By:  _____
Its: City Clerk

Approved as to form:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____
Attorney for State of California
Department Of Transportation

By: _____
Its: _____

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THE HUNT CLUB COMMUNITY ASSOCIATION

By: _____
Attorney for The Hunt Club
Community Association

By: _____
Its: _____

By: _____
Its: _____

Approved as to form:

THE CITY OF SAN JUAN CAPISTRANO

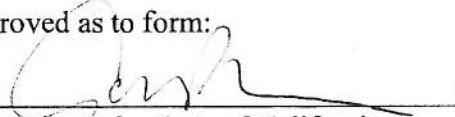
By: _____
Attorney for The City of San
Juan Capistrano

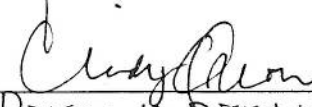
By: _____
Its: _____

By: _____
Its: _____

Approved as to form:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: 
Attorney for State of California
Department Of Transportation

By:  7-12-11
Its: District 12 District Director

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plan/committee to include participation by the City (the "Addendum"). (The FEIR, as supplemented by the Addendum, is hereinafter referred to as the "Project CEQA Clearance.")

E. Through this Agreement, the Hunt Club, the City and Caltrans desire to resolve the Lawsuit and allow the Project to proceed on condition that Caltrans incorporate those mitigation elements identified in the Final EIR and Addendum, including but not limited to traffic, safety, aesthetic and noise abatement measures into the Project as described herein.

F. It is understood between the parties that depending on funding source and other factors, Caltrans may or may not be the entity responsible for actually implementing/constructing the Project, but that as the CEQA Lead Agency, Caltrans may use its discretion to provide additional mitigation elements to the Project as part of the CEQA process. This decision making may be reflected in one or more Addenda consistent with CEQA. Caltrans shall ensure that the entity responsible for implementing and/or constructing the Project complies with the terms of this agreement.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the mutual covenants and promises of the Hunt Club, the City and Caltrans as hereinafter contained, and to avoid unnecessary litigation, the parties to this Agreement agree as follows:

Section One: Additional Project Mitigation Features.

The Project shall be constructed as described in the Project CEQA Clearance (including all mitigation measures set forth therein), and additionally shall incorporate into the Project the Project features set forth in this Section One to address traffic, aesthetic and noise concerns raised by the Hunt Club and the City:

1.1 **Traffic Control Signal at Hunt Club Drive.**

(a) As mitigation for potential pedestrian and traffic delay impacts, the Project shall include a four-way traffic control signal in accordance with the design, construction and operation standards set forth in the then current version of Part 4 (Highway Traffic Signals) of the California Manual on Uniform Traffic Control Devices (the "Traffic Signal Improvements") to control vehicular traffic movements at the intersection of Ortega Highway/Hunt Club Drive/Via Cordova in the City (the "Intersection"). Caltrans and/or the entity responsible for actually implementing/constructing the Project, shall be responsible for the design and installation costs associated with the Traffic Signal Improvements. The Traffic Signal Improvements shall be designed in accordance with sound engineering principles, and shall generally conform to the geometric features identified in the attached Exhibit "A" which is incorporated by reference.

(b) During the Aesthetics Committee process described below, and prior to the commencement of construction/installation of the Traffic Signal Improvements, Caltrans (or the Caltrans designee, if applicable) shall provide to the City and the Hunt Club a copy of the proposed design. The City and the Hunt Club shall provide any comments regarding the Traffic Signal Improvements to Caltrans (or the Caltrans designee) within twenty (20)

business days following the date of their receipt by the City and the Hunt Club. In the event any party disputes whether the design of the Traffic Signal Improvements comply with the requirements of this Agreement, the parties shall participate in informal dispute resolution in accordance with Paragraph 7.5 below.

(c) The Traffic Signal Improvements shall include the following general features:

(1) Vehicle detectors and signalization for actuated protected vehicular operations from Hunt Club Drive onto Ortega Highway;

(2) Vehicle detectors and signalization for actuated protected vehicular left-turn movements from Ortega Highway into Hunt Club Drive; and

(3) Pedestrian control features for protected crossings of Ortega Highway by pedestrians at Hunt Club Drive.

(d) Caltrans, or the agency responsible for construction contract administration for the Project, shall not accept the Project contract as being complete or substantially complete, nor shall it file a Notice of Completion pursuant to California Civil Code section 3093, until the Traffic Signal Improvements are installed, activated and operational.

(e) Caltrans and the City agree to share post-construction and maintenance costs for the traffic signal on an equal (50%-50%) basis. Caltrans and the City further agree to amend an existing Cost Sharing Agreement to document this agreement.

1.2 Guardhouse Relocation. As part of the Project, the Hunt Club's existing guardhouse and/or gate at Hunt Club Drive immediately north of the Intersection, including all structures, fixtures, utility connections and landscaping ("Guardhouse") shall be relocated to avoid, mitigate or otherwise address the potential hazard of vehicles stopped at the Guardhouse from queuing onto State Route 74. Following construction of the Traffic Signal Improvements, the relocated Guardhouse shall accommodate at least as much distance for queued vehicles between the guard gate and the roadway as were accommodated by the original location of the Guardhouse prior to the installation of the Traffic Signal Improvements. The Guardhouse relocation shall be substantially completed prior to final acceptance of the Project construction and shall be completed prior to the recordation of a Notice of Completion pursuant to California Civil Code section 3093.

1.3 Sidewalk Replacement. In the event that the Project requires the removal of a portion of the existing parkway, sidewalk and landscape from the land immediately to the north of Ortega Highway and between the Intersection and Calle Entradero, Caltrans shall ensure that the parkway, sidewalk and landscaping are reconstructed to resemble, to the greatest extent reasonably possible in light of the reduced area, the parkway, sidewalk and landscaping in existence prior to the construction of the Project (collectively, the "Sidewalk Replacement"). The parties acknowledge that the existing sidewalk on the northerly side of Ortega Highway between the Intersection and Calle Entradero is constructed as a curved and meandering (rather than linear) sidewalk, and the Sidewalk Replacement shall replicate the curved and meandering alignment and appearance of the existing sidewalk to the greatest extent reasonably possible

based upon the area available for sidewalk construction. The sidewalk replacement shall be substantially completed in accordance with this Agreement prior to the recordation of a Notice of Completion pursuant to California Civil Code section 3093.

1.4 Aesthetic Mitigation.

1.4.1 Landscape Enhancements. In order to further mitigate aesthetic impacts, the Project shall include additional landscaping, and additional trees where feasible, than the landscaping and trees described as Project features or Project mitigation in the Project CEQA Clearance (collectively, the "Landscape Enhancements").

(a) Landscape Enhancements shall be installed on the north side of the Intersection adjacent to the entrance into the Hunt Club community, as well as on the north side of Ortega Highway from the Intersection to the west side of the Calle Entradero entrance off of Ortega Highway, in the City (the "Landscape Enhancement Area").

(b) Prior to the installation of the Landscape Enhancements, the agency constructing the Project shall prepare a Landscaping Plan depicting the Landscape Enhancements proposed to be installed in accordance with this Agreement. The agency constructing the Project shall provide a copy of that plan prior to awarding the construction contract to the Hunt Club for its review, and shall meet and confer with the Hunt Club's representatives and consider in good faith any recommendations or suggestions made by the Hunt Club's representatives.

(c) The parties anticipate that the value of the Landscape Enhancements shall be approximately Fifty Thousand Dollars (\$50,000.00); provided, however, that the entity constructing the Project shall have no obligation to expend in excess of Fifty Thousand Dollars (\$50,000.00) for the Landscape Enhancements.

(d) Separate from the Landscape Enhancements, all trees that are removed as part of the Project shall be replaced by Caltrans or the agency constructing the project at a minimum ratio of three replacement trees for each removed tree (3:1). Replacement trees for trees removed from the Landscape Enhancement Area shall be planted on the slopes or within the existing landscaped portion of the Landscape Enhancement Area. No trees are anticipated to be planted between the Sidewalk Replacement and the back of the relocated curb on the north side of Ortega Highway.

(e) The Landscape Enhancements shall be substantially completed prior to the recordation of a Notice of Completion pursuant to California Civil Code section 3093.

1.4.2 Aesthetics Committee.

An aesthetics and landscape plan committee shall be established to provide guidance on the aesthetic design of retaining walls and sound walls included in the Project, and the landscape plan for the Project. Representatives from the City and the Hunt Club shall be included in the aesthetic and landscape plan committee. The City Council and Hunt Club Board shall each appoint two members to the committee and each shall notify Caltrans in writing of the

appointees. As part of the design phase of the Project, Caltrans and the aesthetics and landscape plan committee shall analyze the feasibility and consider the inclusion of terraced retaining walls.

1.4.3 Transparent Material for Sound Walls.

(a) Sound walls constructed as part of the Project on the south side of Ortega Highway, east of Via Cordova, shall include transparent sound attenuating material for the upper approximately five feet of the wall. The transparent attenuating material used for the sound walls shall be a durable, long lasting material.

(b) Caltrans, or the agency implementing the Project, agrees to enter into a Contribution Agreement with the City to transfer to the City an amount representing the costs of obtaining a replacement set of transparent panels for the sound walls. This agreement would be finalized prior to the "Ready to List" stage of project delivery.

(c) The City agrees to accept responsibility for maintenance (but not initial installation) of the sound walls if the sound walls are located on City property.

Section Two: Noise Mitigation.

2.1 Supplemental Noise Measurements. Prior to the commencement of Project design, Caltrans shall at its sole cost conduct actual (not modeled) noise measurements within the Hunt Club community areas northerly of Ortega Highway from Hunt Club Drive to Calle Entradero in the City (the "Noise Measurements") to confirm assumptions used in the noise analysis included in the CEQA process. Caltrans shall provide written notice to Hunt Club prior to the commencement of the Noise Measurements. The Noise Measurements shall be conducted or supervised by a qualified engineer employed by, or under contract to Caltrans, using noise measuring devices and standards approved by the United States Department of Transportation's Federal Highway Administration, and Caltrans. Upon their completion, Caltrans shall furnish copies of the noise measurements to the Hunt Club.

2.2 Noise Mitigation. In the event the additional measurements indicate the noise impacts of the Project requires additional attenuation, Caltrans shall analyze the impacts consistent with the CEQA process.

2.3 Prohibition on Nighttime Construction. Nighttime construction activities shall be generally prohibited for the Project. Nighttime construction activities shall only be allowed in emergency situations, for the installation of traffic signals, or if Caltrans or the entity responsible for construction the Project has received prior approval from the City for non-emergency night time construction activities.

2.4 Rubberized Asphalt Concrete. The Project shall include the use of rubberized asphalt concrete along the Project's roadway footprint.

Section Three Restriction on Widening North Side of Ortega Highway.

The parties acknowledge that the Hunt Club strongly opposes any loss or reduction of landscape, turf or parkway on the northern side of Ortega Highway between the Intersection and Calle Entradero, as well as any widening or expansion of the paved surface along the north side of Ortega Highway between the Intersection and Calle Entradero. Notwithstanding language to the contrary in the Project CEQA Clearance, Caltrans shall not expand or widen the roadbed on the north side of Ortega Highway between the Intersection and Calle Entradero by more than from 6.2 to 7.6 linear feet, as measured from the northern curb of Ortega Highway between the Intersection and Calle Entradero existing as of the date of this Agreement, as shown on the site plans attached hereto as Exhibits B-1 and B-2 and incorporated herein by this reference.

Section Four: Entry of Judgment and Effectiveness of Agreement

4.1 The Hunt Club, the City and Caltrans mutually acknowledge that this Agreement shall not be effective unless and until this Agreement, and all of its terms and conditions, are approved by the Court in the Lawsuit and incorporated into a final judgment entered by the Court in the Lawsuit.

4.2 Within 30 days following the Execution Date, the Hunt Club, the City and Caltrans shall jointly apply for or file a motion requesting that the Court in the Lawsuit approve this Agreement, enter judgment in the Lawsuit incorporating this Agreement and all of its terms and conditions, and reserve continuing jurisdiction over the Lawsuit for the limited purpose of enforcing the terms and conditions of this Agreement. The judgment entered by the Court in the Lawsuit further shall allow Caltrans or the appropriate agency to proceed with the implementation of the Project, on condition that Caltrans or the agency implementing the project, comply with each and all of the requirements, obligations and restrictions imposed upon Caltrans by this Agreement.

4.3 The judgment entered by the Court in this Lawsuit shall provide that any party may enforce any of the terms of this Agreement by filing a noticed motion with the Court in this Lawsuit after complying with informal dispute resolution process set forth in Paragraph 8.5 below, and that the prevailing party in such motion shall be entitled to its court costs and reasonable attorneys' fees.

4.4 The date of entry of the judgment in this Lawsuit shall be the Effective Date for purposes of this Agreement.

4.5 The Hunt Club and Caltrans each waives any and all right that it may have to appeal or otherwise seek reconsideration or appellate review of the judgment entered in the Lawsuit.

Section Five: Release of Claims and Covenant Not to Sue or Challenge Project.

5.1 The Hunt Club, on behalf of itself and its officers, directors, employees, successors and assigns, past, present and future, hereby fully and forever waives, releases, discharges, and covenants not to sue Caltrans and its officers, employees, successors or assigns with respect to any and all claims, demands, costs, expenses, damages, judgments, orders, and

liabilities of whatever kind or nature, in law, equity or otherwise, including but not limited to claims for attorneys' fees and/or costs, whether now known or unknown, vested or contingent, suspected or unsuspected, and whether or not concealed or hidden, that are based upon or arise out of any of the claims, causes of action or defenses asserted by the Hunt Club in the Lawsuit (collectively, the "Released Claims").

The City, on behalf of itself and its officers, directors, employees, successors and assigns, past, present and future, hereby fully and forever waives, releases, discharges, and covenants not to sue Caltrans and its officers, employees, successors or assigns with respect to any and all claims, demands, costs, expenses, damages, judgments, orders, and liabilities of whatever kind or nature, in law, equity or otherwise, including but not limited to claims for attorneys' fees and/or costs, whether now known or unknown, vested or contingent, suspected or unsuspected, and whether or not concealed or hidden, that are based upon or arise out of any of the claims, causes of action or defenses asserted by the City in the Lawsuit (collectively, the "Released Claims").

5.2 The release set forth in this Section Five is not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, obligations, agreements, promises or representations of either the Hunt Club, the City or Caltrans existing by reason of, or otherwise arising out of, this Agreement. Specifically, but without limiting the foregoing, the parties expressly acknowledge that the Released Claims exclude any claims, demands, costs, expenses, damages, judgments, orders or liabilities relating to Caltrans' performance of any component of the Work and any other requirement, obligation or restriction imposed upon Caltrans under this Agreement.

5.3 The release set forth in this Section Five is not intended to be, and shall not, constitute a general release. However, to the extent applicable to the matters released herein, the Hunt Club and the City hereby expressly waives any and all rights, defenses and benefits the Hunt Club might otherwise have under the provisions of section 1542 of the California Civil Code, which reads in full as follows:

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

The Hunt Club and the City expressly acknowledge that, notwithstanding section 1542 of the California Civil Code, or any other statute or rule of law of similar import, this release shall be given full force and effect according to each and all of its express terms and provisions.

5.4 The Hunt Club, for itself, its officers, directors, employees, successors and assigns, agrees not to challenge or oppose the implementation of the Project, or seek judicial relief against the Project under the Lawsuit, so long as the Project is constructed in accordance with the Project CEQA Clearance and this Agreement, and Caltrans complies with all of the requirements, obligations and restrictions imposed on it by this Agreement and ensures the entity responsible for implementing/constructing the Project complies with all of the requirements, obligations and restrictions included in this Agreement. Notwithstanding the foregoing, the Hunt

Club does not waive its rights to receive just compensation for any property that Caltrans may determine to acquire in order to implement the Project.

5.5 The City, for itself, its officers, councilmembers, employees, successors and assigns, agrees not to challenge or oppose the implementation of the Project, or seek judicial relief against the Project under the Lawsuit, so long as the Project is constructed in accordance with the Project CEQA Clearance and this Agreement, and Caltrans complies with all of the requirements, obligations and restrictions imposed on it by this Agreement and ensures the entity responsible for implementing/constructing the Project complies with all of the requirements, obligations and restrictions included in this Agreement. Notwithstanding the foregoing, the City does not waive its rights to receive just compensation for any property that Caltrans may determine to acquire in order to implement the Project.

Section Six Warranties.

6.1 Each person whose signature is affixed to this Agreement in a representative capacity represents and warrants that he or she is fully authorized to execute this Agreement on behalf of, and to bind, the party on whose behalf his or her signature is affixed, and that no other approvals or consents are necessary in connection therewith.

6.2 The Hunt Club, the City and Caltrans each represents and warrants that it has carefully read this Agreement and knows and understands its contents. Each party hereto is represented by legal counsel and has had the opportunity to consult with its counsel to fully understand the terms of this Agreement.

6.3 The Hunt Club, the City and Caltrans each represents and warrants that it enters into this Agreement of its own free will, and not under the influence of duress, coercion or threat from any source.

6.4 The Hunt Club and the City warrant that they have made no assignment, and will make no assignment, of any claim, cause of action, right of action, or any right of any kind whatsoever that comprises or is included in any of Released Claims.

Section Seven: Miscellaneous Provisions.

7.1 No admission of liability. It is understood and agreed that in making this Agreement, the Hunt Club, the City and Caltrans each acknowledge that the compromise reached herein shall not be construed as an admission of liability or an admission of the sufficiency of any of the claims, defenses, counterclaims or allegations in the Lawsuit; rather this Agreement is a compromise of a dispute between the Hunt Club, the City and Caltrans.

7.2 Costs and Attorneys' Fees. Except as specifically provided herein, the Hunt Club, the City and Caltrans shall each bear its own costs, expenses and attorneys' fees related to the Lawsuit, the preparation and processing of this Agreement, and the application for and processing of a judgment incorporating this Agreement as set forth in Section Five above.

7.3 Integrated Agreement. This Agreement, and the judgment into which it will be incorporated, constitutes a single integrated written instrument expressing the entire

agreement of the Hunt Club, the City and Caltrans concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by either the Hunt Club, the City or Caltrans, except as specifically set forth in this Agreement and in the judgment into which this Agreement is incorporated. All prior and contemporaneous discussions and negotiations with respect to the subject matter of this Agreement have been and are merged and integrated into, and are superseded by, this Agreement and the judgment into which it is incorporated.

7.4 Cooperation. The Hunt Club, the City and Caltrans each agree to timely execute and deliver any and all documents and instruments necessary to effectuate the terms and conditions of this Agreement.

7.5 Disputes. Should any dispute arise regarding the interpretation or performance of any of the terms of this Agreement, or whether any term or condition of this Agreement has been breached, the aggrieved party shall provide written notice to the other party setting forth the nature of the dispute (the "Dispute Notice"). Within thirty (30) days of the date of the Dispute Notice, the party receiving it shall provide a written response to the aggrieved party; and, within fifteen (15) days after the date of the written response, the Hunt Club, the City and Caltrans shall meet and confer in good faith to resolve the dispute. No party shall file a motion or other pleading with the Court to enforce the terms of this Agreement or the judgment incorporating this Agreement until the process set forth in this Paragraph 7.5 is completed.

7.6 Construction, Interpretation and Precedence. This Agreement shall be interpreted under the laws of the State of California. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, regardless of which party was principally responsible for drafting any specific term or condition. It is acknowledged that counsel for the Hunt Club, the City and Caltrans have all participated in the drafting of this Agreement. The Agreement shall be deemed to have been drafted by the Hunt Club, the City and Caltrans, and no party shall argue otherwise. In the event of a conflict between any provision of this Agreement and any provision of the Project CEQA Clearance, the provisions of this Agreement shall prevail.

7.7 Successors and Assigns. This Agreement shall bind and inure to the benefit of the Hunt Club, the City and Caltrans, and their respective successor and assigns.

7.8 Headings. All headings are for convenience of reference only, and shall be disregarded when interpreting this Agreement.

7.9 Notices. Any payment, notice, request, demand, instruction or other communication to be given to either party under this Agreement shall be in writing and personally delivered by reputable overnight delivery service, or sent by first class United States mail, postage prepaid and addressed as follows:

If to the Hunt Club: The Hunt Club Community Association
 c/o Common Interests, Inc.
 355 1 Camino Mira Costa, Suite N
 San Clemente, CA. 92672

With a copy to Joel D. Kuperberg
Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626

If to Caltrans: Department of Transportation District 12
3347 Michelson Drive, Ste. I00
Irvine, CA. 9261
Attn: District Director

With a copy to: Glenn B. Mueller
Department of Transportation
Legal Division,
4050 Taylor Street, M.S.-130
San Diego, CA 92110

If to the City: City Manager
City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675

With a copy to: Amy Minter
Chatten-Brown and Carstens
2601 Ocean Park Blvd., Ste 205
Santa Monica, CA 90405

The addresses and contact persons for the purposes of this Paragraph 7.9 may be changed by giving written notice of such change in the manner provided in this paragraph; provided that such new address or contact person shall not become effective until first acknowledged by the other party.

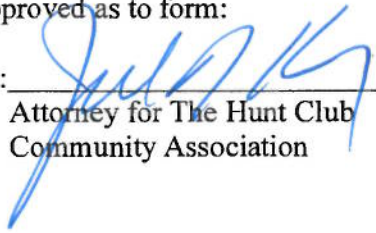
7.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Execution Date, and this Agreement becomes effective as of the Effective Date.

Approved as to form:

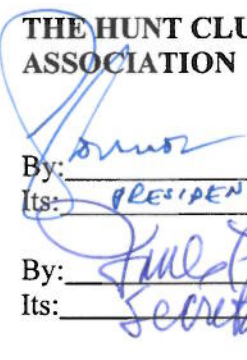
By: _____
Attorney for The Hunt Club
Community Association



**THE HUNT CLUB COMMUNITY
ASSOCIATION**

By: _____
Its: PRESIDENT

By: _____
Its: Secretary



Approved as to form:

By: _____
Attorney for The City of San
Juan Capistrano

THE CITY OF SAN JUAN CAPISTRANO

By: _____
Its: _____

By: _____
Its: _____

Approved as to form:

By: _____
Attorney for State of California
Department Of Transportation

**STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

By: _____
Its: _____

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Execution Date, and this Agreement becomes effective as of the Effective Date.

Approved as to form:

THE HUNT CLUB COMMUNITY ASSOCIATION

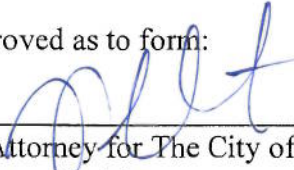
By: _____
Attorney for The Hunt Club
Community Association


By: _____
Its: _____

By: _____
Its: _____

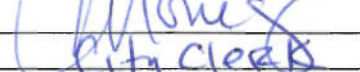
Approved as to form:

THE CITY OF SAN JUAN CAPISTRANO

By:  _____
Attorney for The City of San
Juan Capistrano

By:  _____
Its: MAYOR

Attest

By:  _____
Its: City Clerk

Approved as to form:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____
Attorney for State of California
Department Of Transportation

By: _____
Its: _____

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Execution Date, and this Agreement becomes effective as of the Effective Date.

Approved as to form:

THE HUNT CLUB COMMUNITY ASSOCIATION

By: _____
Attorney for The Hunt Club
Community Association

By: _____
Its: _____

By: _____
Its: _____

Approved as to form:

THE CITY OF SAN JUAN CAPISTRANO

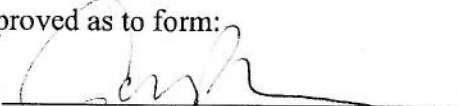
By: _____
Attorney for The City of San
Juan Capistrano

By: _____
Its: _____

By: _____
Its: _____

Approved as to form:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By:  _____
Attorney for State of California
Department Of Transportation

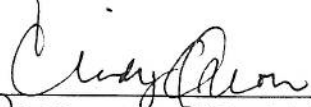
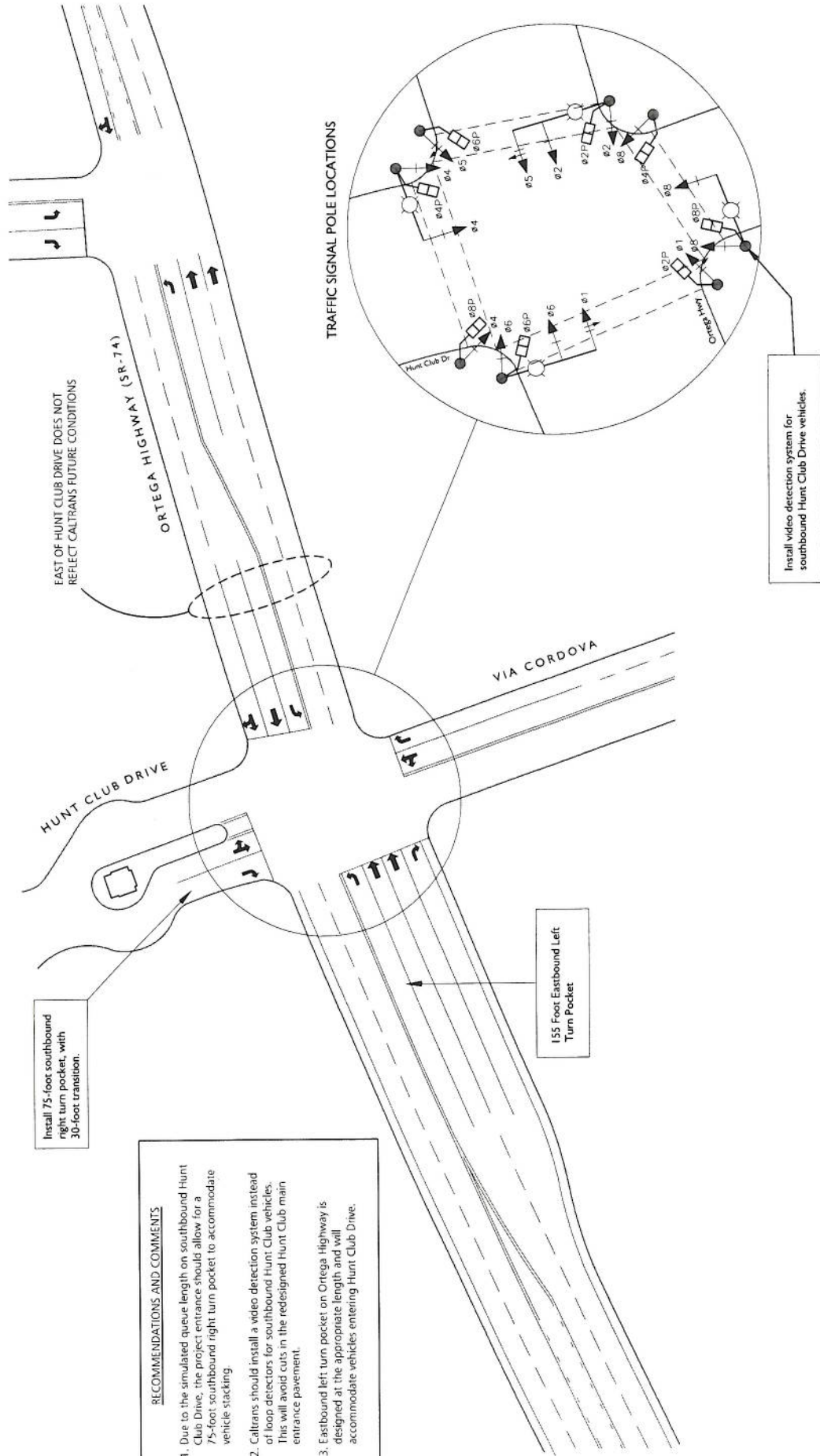
By:  _____ 7-12-11
Its: District 12 District Director

Exhibit E
Conceptual Layout With The Future Lane Widening and Future Traffic Signal



RECOMMENDATIONS AND COMMENTS

1. Due to the simulated queue length on southbound Hunt Club Drive, the project entrance should allow for a 75-foot southbound right turn pocket to accommodate vehicle stacking.
2. Caltrans should install a video detection system instead of loop detectors for southbound Hunt Club vehicles. This will avoid cuts in the redesigned Hunt Club main entrance pavement.
3. Eastbound left turn pocket on Ortega Highway is designed at the appropriate length and will accommodate vehicles entering Hunt Club Drive.

Install video detection system for southbound Hunt Club Drive vehicles.

(Conceptual Only, Not Drawn to Scale)



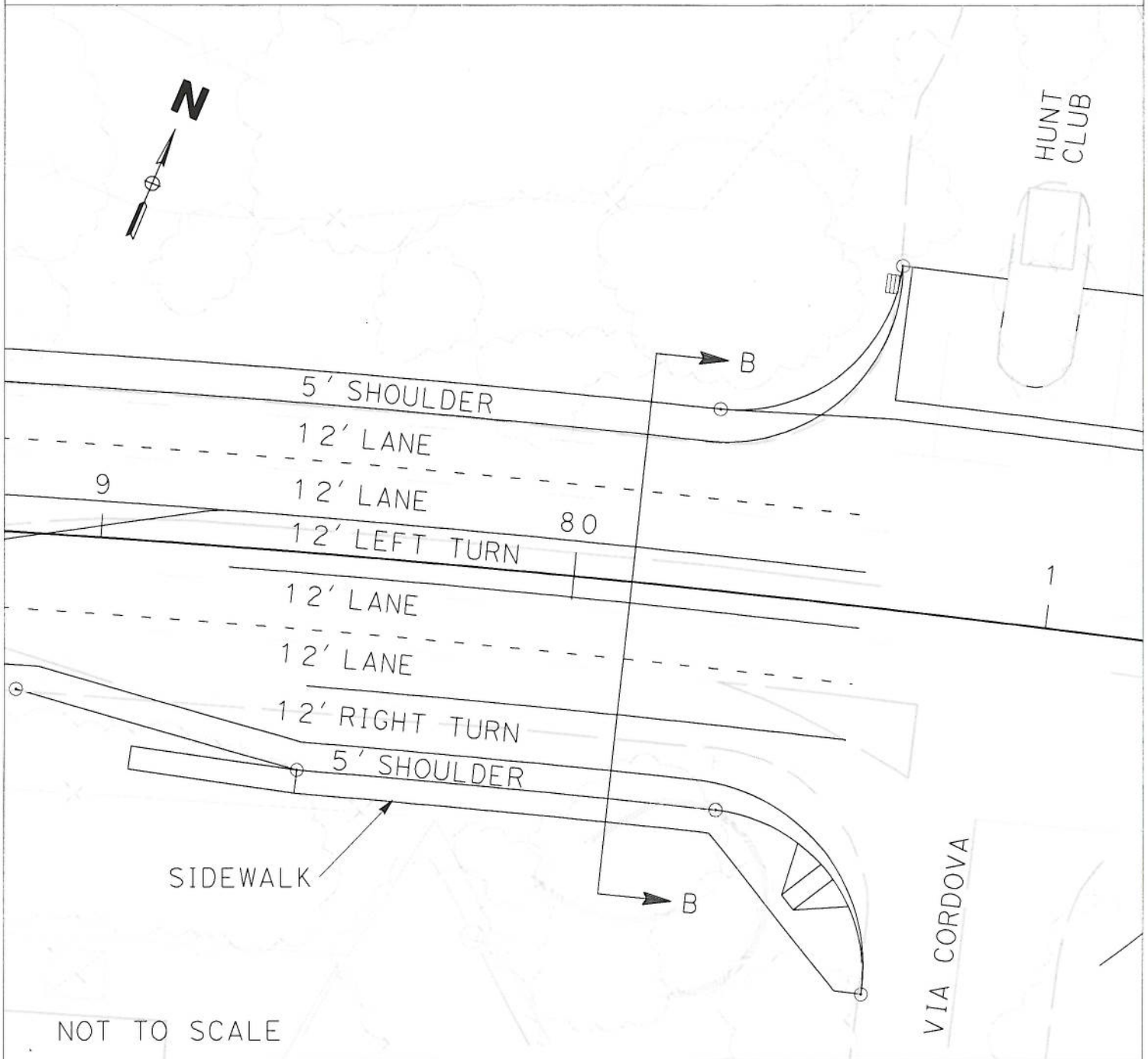
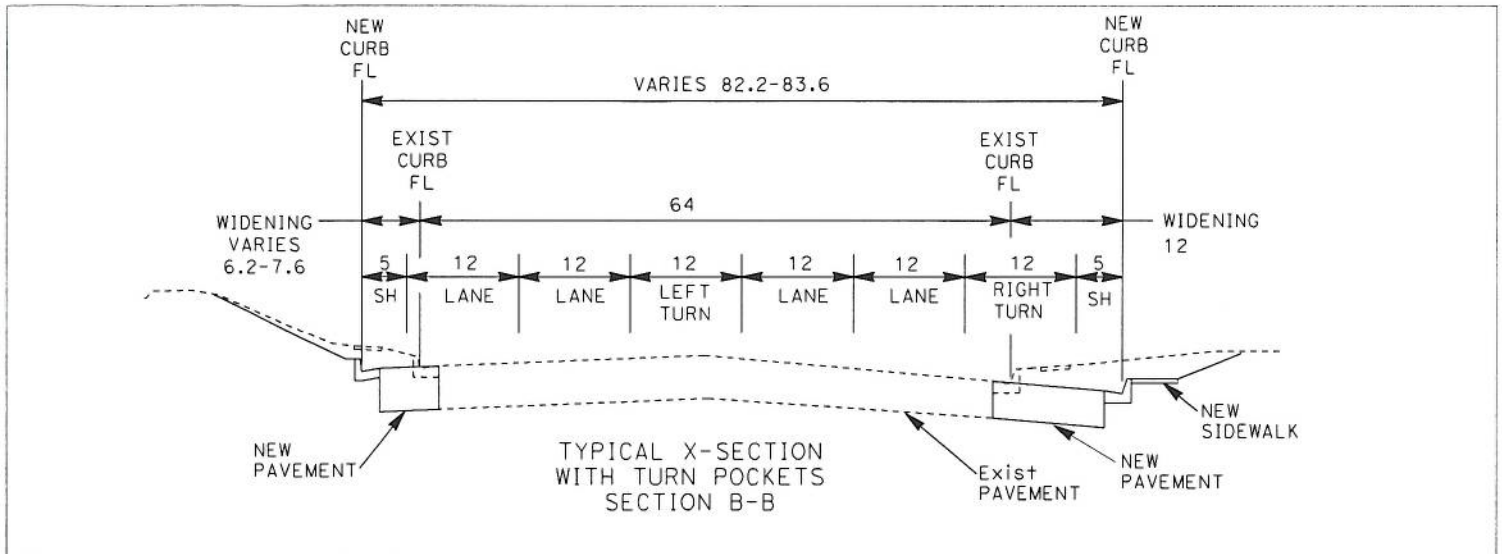
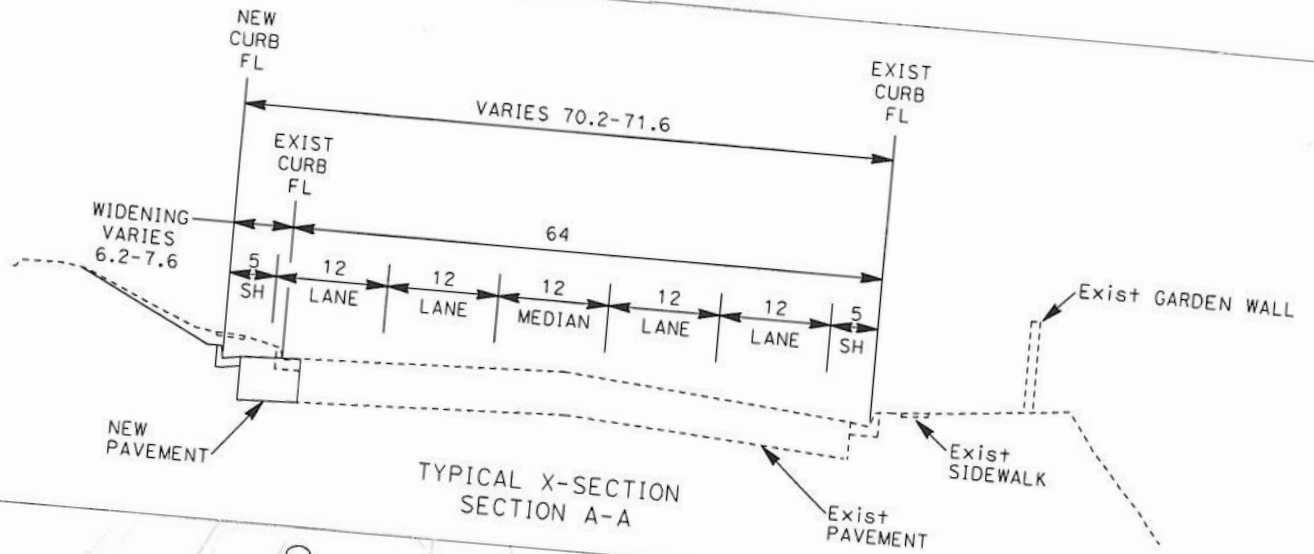
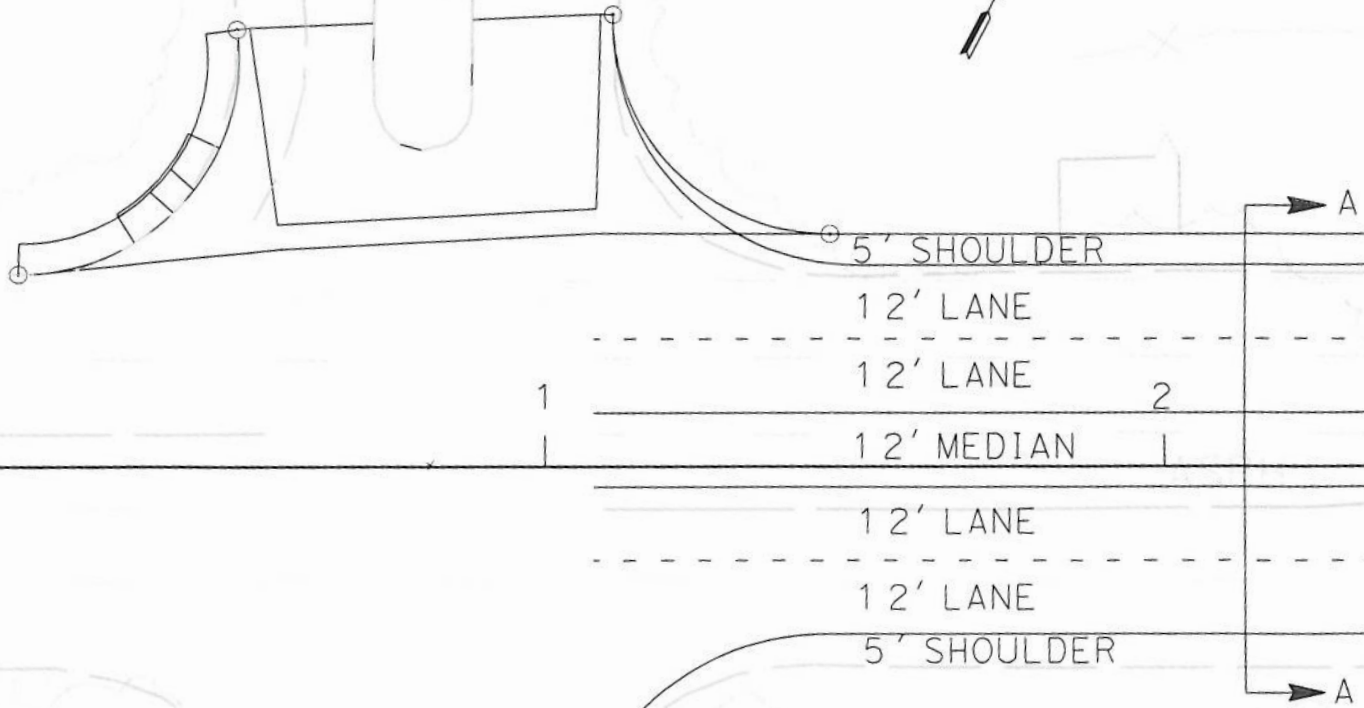


EXHIBIT B-1



CALLE ENTRADERO



CALLE ENTRADERO

NOT TO SCALE

EXHIBIT B-2

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