

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”), dated September 10, 2024, for reference purposes, is entered into by and between Dennis Ryder and Susan Ryder, individually and as Trustees of The Dennis and Susan Ryder Family Trust Dated 12/27/02 (collectively, “Claimants”), and County of Ventura and Ventura County Watershed Protection District (collectively, “County Entities”). Claimants and County Entities may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. In July 2023, Claimants asserted a \$1.4 million tort claim (“Claim”) against the County of Ventura (“County”) alleging that the County negligently failed to construct or maintain certain roadways, flood control facilities, and other properties that resulted in flood damage to Plaintiff’s real property located at 575 Casitas Vista Road, Ventura, CA 93001 (“Property”). In August 2023, the County denied the Claim. In December 2023, the County’s Board of Supervisors approved a tolling agreement extending the statute of limitations for the Claimants to initiate litigation against the County Entities on the Claim to December 1, 2024.

B. Without admitting any liability or fault, to avoid the expenses and uncertainties related to litigation, and to finally and forever resolve Claimants’ Claim and all other Property-related claims of any kind whatsoever, which were, or which could have been raised against the County Entities, the Parties desire to, and hereby do, enter into this Agreement.

AGREEMENT

Now, therefore, in consideration of the warranties, promises, covenants and other terms set forth herein, the receipt and sufficiency of which are hereby acknowledged, and based on the Recitals above, which are incorporated into this Agreement by reference, the Parties agree as follows:

1. Payment. Ventura County Watershed Protection District (“District”) shall purchase Claimants’ Property for the sum of one million three hundred thousand dollars (\$1,300,000) upon the terms set forth in the Agreement for Purchase and Sale, dated September 10, 2024.


2. General Release. Claimants, on behalf of Claimants, Claimants' successors and assigns, hereby expressly waive and fully release and discharge the County Entities and the County Entities' Boards, officers, employees, agents, assigns, representatives, administrators and attorneys (collectively, "Releasees") from any and all claims, demands, liabilities, debts, obligations, causes of action, damages and attorney's fees, whether known or unknown, foreseen or unforeseen, that Claimants have, or may have, against the Releasees related to the Claim and all other Property-related claims against the County Entities, including, but not limited to, those which were, or which could have been, raised in the Claim.


3. Release of Unknown Claims. Claimants acknowledge and agree that the release contained in this Agreement applies to all claims for damages, losses or other asserted rights, including, without limitation, those arising from or in any way connected with or relating to the allegations of the Claim and Claimants' claims as set forth therein that Claimants may have against the Releasees, including those that may exist but which Claimants do not know exist and which, if known, would materially affect Claimants' decision to execute this Agreement. As to such claims, Claimants expressly waive all rights Claimants may have under section 1542 of the California Civil Code, which provides as follows:

"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."

Claimants understand and acknowledge that, even if it should eventually suffer additional damages arising out of the Claim released in this paragraph 3, they will be unable to make any claim for those damages.

Dennis Ryder, Individually:  Susan Ryder, Individually: 

Dennis Ryder, Trustee of The Dennis and Susan Ryder Family Trust Dated 12/27/02: 

Susan Ryder, Trustee of The Dennis and Susan Ryder Family Trust Dated 12/27/02: 

4. Legal Representation. Each Party warrants and represents that in executing this Agreement, the Party has relied upon legal advice from the attorneys of the Party's choice; that the terms of this Agreement have been read and their consequences (including risks, complications and costs) completely explained to the Party by those attorneys; and that the Party fully understands the terms of this Agreement. Each Party further acknowledges and represents that the Party has executed this Agreement freely and voluntarily without the undue influence of any person, and the Party has not relied on any inducements, promises or representations made by any person not expressly set forth in this Agreement.

5. Attorney's Fees and Costs. The County Entities, the County Entities' Boards, officers, employees, agents and representatives shall not be liable to Claimants or Claimants' attorney of record, and Claimants shall not be liable to the County Entities, the County Entities' Boards, officers, employees, agents and representatives, for costs or attorney's fees, including any provided for by statute, incurred in connection with the matters described in the Claim and the preparation of this Agreement.

6. Indemnification. Claimants agree and understand that Claimants have not relied upon any advice from the County Entities or the County Entities' Boards, officers, employees, attorneys, agents or representatives, as to the taxability, whether pursuant to federal, state or local statutes or regulations or otherwise, of the payment made and consideration transferred under this Agreement, and that Claimants are solely liable for any tax obligations, if any, arising from the payment made and consideration transferred under this Agreement and shall indemnify, defend and hold harmless the County Entities and the County Entities' Boards, officers, employees, agents, assigns, representatives, administrators and attorneys against all liability, demands, claims, costs, losses, damages, recoveries, settlements and expenses incurred by the Claimants related to any tax obligations arising under this Agreement.

7. No Assignment. Claimants hereby warrant and represent that Claimants have not assigned or transferred, or purported to assign or transfer, voluntarily, involuntarily or by operation of law, any legal right subject to this Agreement, or any part or portion thereof, to any person or entity not a party to this Agreement. Plaintiffs agree to indemnify and hold harmless the County Entities and the County Entities' Boards, officers, employees, agents, assigns, representatives, administrators and attorneys from and against any claim, liability or cause of action (including the payment of attorney's fees and costs actually incurred, whether or not litigation is commenced) based upon, in connection with, or arising out of any such assignment or transfer or purported assignment or transfer.

8. No Admission. This Agreement is a settlement of disputed claims and is not an admission of liability or fault by any of the Parties hereto.

9. Further Actions. The Parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms of this Agreement.

10. Binding Effect. This Agreement shall be binding upon Claimants and Claimants' transferees, successors, assigns, executors and administrators.

11. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings of the Parties. Any amendment to this Agreement shall not be valid or binding unless in writing and signed by each of the Parties hereto.

12. Severability. Should any portion of this Agreement be determined by a court of competent jurisdiction to be in conflict with any applicable law, such portion shall be considered severed from this Agreement and the validity of the remaining portions of this Agreement shall not be affected thereby.

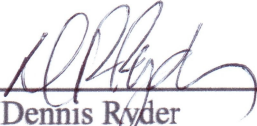
13. Interpretation of Agreement. For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties, and no ambiguity shall be resolved against any party by virtue of the Party's participation in the drafting of the Agreement.

14. Recitals; Headings. The section above entitled "Recitals" is incorporated into and made part of this Agreement. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

15. Governing Law; Forum; Venue. This Agreement shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The Parties agree that this Agreement was made and entered into in Ventura County, California and that this Agreement and the Parties' obligations under this Agreement are to be performed in Ventura County. Accordingly, the Parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over Ventura County, California, with venue in Ventura County.

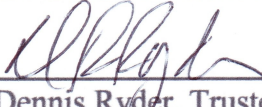
16. Counterparts. This Agreement may be executed in one or more counterparts (including multiple signature pages), all of which shall be deemed to be one instrument. True and correct copies may be used in lieu of the original.

Wherefore, the Parties enter into this Agreement as of the last date set forth below.

Dated: 8/28/2024 
By: Dennis Ryder

Dated: 8-28-2024 
By: Susan Ryder

THE DENNIS AND SUSAN RYDER FAMILY
TRUST DATED 12/27/02

Dated: 8/28/2024 
By: Dennis Ryder, Trustee

Dated: 8-28-2024 
By: Susan Ryder, Trustee

COUNTY OF VENTURA

Dated: _____
By: Joan Araujo
Director, Central Services Agency
Ventura County Public Works Agency

VENTURA COUNTY WATERSHED
PROTECTION DISTRICT

Dated: _____
By: Joan Araujo
Director, Central Services Agency
Ventura County Public Works Agency

Approved as to form:

LAW OFFICES OF K.M. NEISWENDER

Dated: _____

By: _____
Kate Neiswender
Attorney for Claimants

TIFFANY NORTH
County Counsel, County of Ventura

Dated: _____

By: _____
Karen Marble
Assistant County Counsel
Attorneys for County of Ventura and Ventura
County Watershed Protection District