

RESOLUTION NO. 07-04

A RESOLUTION OF THE RICHMOND COMMUNITY REDEVELOPMENT AGENCY APPROVING A STIPULATION RE ATTORNEY'S FEES AND DISMISSAL AND RELEASE OF THE NOTICE OF LIS PENDENS IN THE MATTER OF RICHMOND COMMUNITY REDEVELOPMENT AGENCY V. LOMPA, ET AL., CONTRA COSTA COUNTY SUPERIOR COURT, CASE NO. C06-01550

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WHEREAS, on August 2, 2006, the Richmond Community Redevelopment Agency (the "Agency") filed an eminent domain proceeding ("Condemnation Action") to acquire an interest in real property included in the Macdonald 80 Retail Center Project (the "Project"), including an interest in a "No Build Area" of approximately 239,555 square feet; (Richmond Community Redevelopment Agency v. Ernest and Richard Lompa, et al., Contra Costa County Superior Court, Case No. C06-01550); and

WHEREAS, Richard and Ernest Lompa ("Lompa") are the owners of certain real property located in the City of Richmond, County of Contra Costa, State of California, which is identified in the Condemnation Action as Assessor Parcel No. 517-280-006 (the "Lompa Property"); and

WHEREAS, Target Corporation ("Target") is the owner of certain real property located in the City of Richmond, County of Contra Costa, State of California, which property consists of a portion of Assessor Parcel No. 510-280-007 (the "Target Property"); and

WHEREAS, the Lompa Property is leased to Land Capital Group, Inc. ("Land Capital"); and

WHEREAS, the Lompa Property and the Target Property are both encumbered by a recorded Reciprocal Easement and Operation Agreement ("REA"), dated as of January 22, 1985, which defines, among other things, a "No Build Area" on a portion of the Target Property; and

WHEREAS, subsequent to the Agency's commencement of the Condemnation Action, Lompa, Land Capital and Target entered into an Agreement Regarding No Build Areas, attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, because of the Agreement Regarding No Build Areas, the Agency has no further need to prosecute the Condemnation Action.

NOW THEREFORE BE IT RESOLVED, THAT

Section 1. The Agency's Counsel is hereby authorized and directed to (a) sign the Stipulation re Attorney's Fees and Dismissal, Exhibit D to the Agreement (b) file a Request for Dismissal of the Condemnation Action, with prejudice, in the form attached as Exhibit B to the Agreement; and (c) record a Notice of Withdrawal of the *Lis Pendens* with the Contra Costa County Recorder, attached as Exhibit C to the Agreement.

I certify that the foregoing Resolution was passed and adopted by the Richmond Community Redevelopment Agency, Richmond, California, at a meeting held on March 6, 2007 by the following vote:

AYES:                   Members Bates, Butt, Lopez, Marquez, Rogers, Sandhu,  
                                  Thurmond, Viramontes, and Chairperson McLaughlin

NOES:                   None

ABSTENTIONS:       None

ABSENT:                None

DIANE HOLMES  
Clerk of the Redevelopment Agency

(SEAL)

Approved:

GAYLE McLAUGHLIN  
AGENCY CHAIR

Approved as to form:

JOHN EASTMAN  
AGENCY ATTORNEY

State of California        }  
County of Contra Costa   : ss.  
City of Richmond         }

I certify that the foregoing is a true copy of Resolution No. 07-04, finally passed and adopted by the Richmond Community Redevelopment Agency at a meeting held on March 6, 2007.

Exhibit A

[insert Agreement Regarding No Build Areas, including exhibits]

## AGREEMENT REGARDING NO BUILD AREAS

This **AGREEMENT REGARDING NO BUILD AREAS** (“**Agreement**”) is made as of \_\_\_\_\_, 2007, by and among **RICHARD LOMPA and ERNEST LOMPA** (collectively, “**Lompa**”), **LAND CAPITAL GROUP**, a Texas corporation (“**Land Capital**”), and **TARGET CORPORATION**, a Minnesota corporation (“**Target**”); each individually, a “**Party**”, and, collectively, the “**Parties**”.

### RECITALS

A. Lompa is the owner of certain real property located in the City of Richmond, County of Contra Costa, State of California, which property is described as the “*Toys’ Parcel*” in the REA (defined below), and which is identified in the Condemnation Action (defined below) as Assessor Parcel Number 517-280-006 (“**Lompa Property**”).

B. Target is the owner of certain real property located in the City of Richmond, County of Contra Costa, State of California, which property consists of a portion of the “*Ward’s Parcel*” in the REA, and which is identified as Assessor Parcel Number(s) 517-280-007, more particularly described as “a portion of Parcel “B” as shown on Parcel Map Subdivision MS 763-84, filed for record on January 17, 1985 (“**Target Property**”).

C. The Lompa Property and the Target Property (collectively, “**Development**”) are encumbered by that certain Reciprocal Easement and Operation Agreement (“**REA**”) dated as of January 22, 1985 and recorded January 22, 1985, as Instrument No. 85-7072 in the official records (“**Official Records**”) of Contra Costa County, California.

D. The REA provides that buildings and other structures or improvements may not be erected within a certain specified “*No Building Area*” within the Development as shown on a site plan attached to the REA (“**No Building Area**”).

E. Target is ready to commence construction of a project on the Target Property (“**Target Project**”). In connection with the Target Project, and in furtherance of certain agreements regarding the redevelopment of portions of the Development, including the Target Project, the Richmond Community Redevelopment Agency (“**Agency**”) has filed a legal action for condemnation of the interest of Lompa (and all other parties with an interest therein) in and to certain specified portions of the No Building Area, which legal action was filed in the Contra Costa Superior Court and is entitled *Richmond Community Redevelopment Agency, Plaintiff vs. Ernest Lompa, Richard Lompa, and Does 1 through 50, inclusive, Defendants*, Case No. 006-01550 (“**Condemnation Action**”).

G. Land Capital ground leases the Lompa Property, which ground lease includes the lease of all of the Lompa’s right, title and interest in, to and under the REA.

H. The Parties desire to provide a basis for the resolution of the Condemnation Action through the modification of the No Building Area on the terms and conditions more specifically set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. Recitals/Capitalized Terms.** The foregoing Recitals are hereby incorporated herein in their entirety. Any capitalized terms used herein without definition shall have the meanings given to them in the REA.

**2. Modification of No Build Areas.** The Parties agree that, subject to the Dismissal (as defined below), Lompa, SPI and Target shall amend the REA so as to modify the No Building Area.

**2.1** The amendment to the REA shall be in the form attached hereto as **Exhibit A**, and incorporated herein ("**REA Amendment**").

**2.2** The Parties shall, concurrently with the execution of this Agreement, deliver to Chicago Title Insurance Company ("**Title Company**") fully executed and acknowledged counterpart originals of the REA Amendment in form and content sufficient for recording in the Official Records.

**2.3** The Title Company shall hold the REA Amendment in escrow for recording in the Official Records pursuant to **Section 3.3** of this Agreement.

**3. Dismissal of Condemnation Action.** Subsequent to the execution and delivery of this Agreement, Target shall cooperate with Lompa and Land Capital to cause the Agency to dismiss the Condemnation Action against all parties to that proceeding, including Lompa and Land Capital, with prejudice, such dismissal to be in the form attached hereto as **Exhibit B**, and incorporated herein ("**Dismissal**"), and to release the Lompa Property from the lis pendens recorded in connection with the Condemnation Action pursuant to a properly recorded and served Notice of Withdrawal of Lis Pendens, such notice to be in the form attached hereto as **Exhibit C**, and incorporated herein ("**Withdrawal of Lis Pendens**"). As a condition of the Agency filing the Dismissal and recording the Withdrawal of Lis Pendens, Lompa and Land Capital agree to enter into a stipulation with the Agency in the Condemnation Action waiving any and all claims against the Agency for inverse condemnation, attorney's fees and costs relating to the pending Condemnation Action, such stipulation to be in the form attached hereto as **Exhibit D**, incorporated herein ("**Stipulation**"). Upon the Court's entry of the Dismissal, the following actions will take place:

**3.1** The Agency shall record the Withdrawal of Lis Pendens.

**3.2** Target shall obtain and deliver to the Title Company copies of the filed Dismissal and the recorded Withdrawal of Lis Pendens.

**3.3** Upon receipt of same, the Title Company shall record the REA Amendment. Upon the successful recordation of the REA Amendment, the Title Company shall deliver the Dismissal and Withdrawal of Lis Pendens to Land Capital.

**3.4** In the event the Dismissal and Withdrawal of Lis Pendens are not delivered pursuant to this **Section 3** on or before April 15, 2007, the Parties shall instruct the Title Company to return all executed counterparts of the REA Amendment to the Parties and this Agreement shall terminate and the Parties shall have no further obligations hereunder.

#### **4. Miscellaneous.**

**4.1 Attorneys' Fees.** In the event any Party brings or commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party(ies), to be fixed by the court in the same action.

**4.2 Modification.** This Agreement contains all of the representations, understandings and agreements of the Parties with respect to the subject matter hereof. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the written consent of each of the Parties.

**4.3 Presumption.** This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party.

**4.4 Pronouns.** When required by context, the singular shall include the plural, and the neuter gender shall include a person, corporation, firm, association, or other business arrangement.

**4.5 Captions.** The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

**4.6 Authority.** Each of the individuals who have executed this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of Lompa, Land Capital, or Target, as the case may be; that all corporate, partnership, trust or other action necessary for such Party to execute and perform the terms of this Agreement have been duly taken by such Party; and that no other signature and/or authorization is necessary for such Party to enter into and perform the terms of this Agreement.

**4.7 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its choice of law rules.

**4.8 Time of Essence.** Time is of the essence of each of the obligations of each Party hereunder.

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

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the date first written above.

**RICHARD LOMPA and ERNEST LOMPA**

  
Richard Lompa

  
Ernest Lompa

**“Lompa”**

**LAND CAPITAL GROUP,**  
a Texas corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**“Land Capital”**

(Signatures continued on next page)

**4.8 Time of Essence.** Time is of the essence of each of the obligations of each Party hereunder.

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

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the date first written above.

**RICHARD LOMPA and ERNEST LOMPA**

\_\_\_\_\_  
Richard Lompa

\_\_\_\_\_  
Ernest Lompa

“Lompa”

**LAND CAPITAL GROUP,**  
a Texas corporation

By: \_\_\_\_\_  


Its: \_\_\_\_\_  
*VP*

“Land Capital”

(Signatures continued on next page)



(Signatures continued from previous page)

**TARGET CORPORATION,**  
a Minnesota corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**“Target”**

**EXHIBIT A TO AGREEMENT REGARDING NO BUILD AREA**

**FORM OF REA AMENDMENT**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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Space Above This Line for Recorder's Use

**AMENDMENT NO. 1 TO RECIPROCAL EASEMENT AND OPERATION  
AGREEMENT**

This **AMENDMENT NO. 1 TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (“**Amendment**”) is entered into as of \_\_\_\_\_, 2007, by and between **RICHARD LOMPA and ERNEST LOMPA** (collectively, “**LOMPA**”), and **TARGET CORPORATION**, a Minnesota corporation (“**Target**”); each individually, a “**Party**”, and, collectively, the “**Parties**”.

**R E C I T A L S**

A. Lompa is the successor in interest to Toys “R” Us, Inc., a Delaware corporation, and Target is the successor in interest to Montgomery Ward Realty Corporation, a Delaware corporation, pursuant to the terms of that certain Reciprocal Easement and Operation Agreement (“**REA**”) dated as of January 22, 1985 and recorded January 22, 1985, as Instrument No. 85-7072 in the official records (“**Official Records**”) of Contra Costa County, California.

B. The REA encumbers certain real property more particularly described in **Exhibit A** attached hereto and incorporated herein

C. The Parties desire to amend the REA to reflect an amendment of the No Building Area thereunder, as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. Recitals/Capitalized Terms.** The foregoing Recitals are hereby incorporated herein in their entirety. Any capitalized terms used herein without definition shall have the meanings given to them in the REA.

**2. Site Plan/No Building Area.** Section 1.01 of the REA is hereby amended to provide that the No Building Area referred to therein shall be limited to the area shown on the plan attached hereto as **Exhibit B** and incorporated herein (“**Plan**”), and that Target shall be allowed to construct and/or alter such improvements outside of the No Building Area in the manner shown on the Plan.

**3. Miscellaneous.**

**3.1 Attorneys’ Fees.** In the event any Party brings or commences a legal proceeding to enforce any of the terms of this Amendment, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action. The term “**legal proceedings**” as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters. The term “**prevailing Party**” as used above in reference to proceedings in the Federal Bankruptcy Court shall be deemed to mean the prevailing Party in an adversary proceeding or contested matter, or any other actions taken by the non-bankrupt Party which are reasonably necessary to protect its rights under the terms of this Amendment.

**3.2 Modification.** This Amendment contains all of the representations, understandings and agreements of the Parties with respect to the subject matter hereof. This Amendment may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the written consent of each of the Parties.

**3.3 Presumption.** This Amendment shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party.

**3.4 Pronouns.** When required by context, the singular shall include the plural, and the neuter gender shall include a person, corporation, firm, association, or other business arrangement.

**3.5 Captions.** The captions in this Amendment are for convenience only and do not constitute a part of the provisions hereof.

**3.6 Authority.** Each of the individuals who have executed this Amendment represents and warrants that he or she is duly authorized to execute this Amendment on behalf of Lompa or Target, as the case may be; that all corporate, partnership, trust or other action necessary for such Party to execute and perform the terms of this Amendment have been duly taken by such Party;

and that no other signature and/or authorization is necessary for such Party to enter into and perform the terms of this Amendment.

**3.7 Time of Essence.** Time is of the essence of each of the obligations of each Party hereunder.

**3.8 Successors and Assigns.** This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

**3.9 Effect of Amendment.** Except as amended hereby, the terms and provisions of the REA are unmodified and in full force and effect. In the event of any inconsistencies between the terms of the REA and the terms of this Amendment, the terms of this Amendment shall control.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date first written above.

**RICHARD LOMPA and ERNEST LOMPA**

\_\_\_\_\_  
Richard Lompa

\_\_\_\_\_  
Ernest Lompa

**“Lompa”**

**TARGET CORPORATION,**  
a Minnesota corporation

By:\_\_\_\_\_

Its:\_\_\_\_\_

**“Target”**

**EXHIBIT A TO AMENDMENT NO. 1 TO RECIPROCAL EASEMENT AND  
OPERATION AGREEMENT**

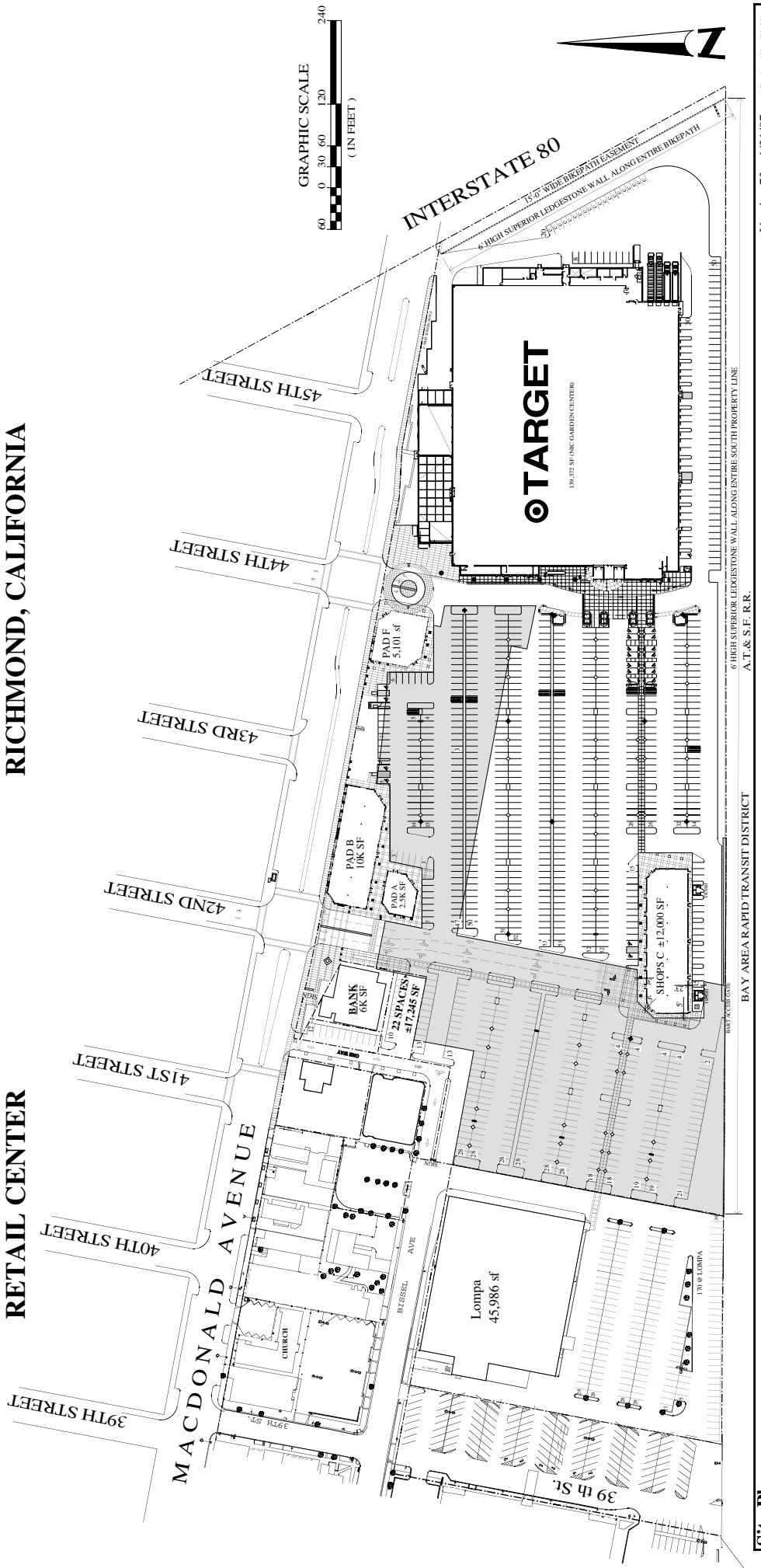
LEGAL DESCRIPTION

**EXHIBIT B TO AMENDMENT NO. 1 TO RECIPROCAL EASEMENT AND  
OPERATION AGREEMENT**

NO BUILDING AREA PLAN

# MACDONALD 80

RETAIL CENTER  
RICHMOND, CALIFORNIA



**Site Plan** | Version 73 | 1/31/07 | Scale: 1"=60'-0"

PROPOSED AREA OF NO-BUILD EASEMENT TO REMAIN. ±192,077 sf

**EXHIBIT B TO AGREEMENT REGARDING NO BUILD AREA**

**FORM OF DISMISSAL**



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <b>Kevin D. Siegel (194787)</b> McDonough Holland & Allen PC 1901 Harrison Street, 9th Floor Oakland, CA 94612 510.273.8780	TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (Name): <b>Plaintiff Richmond Community Redevelopment Agency</b>		
Insert name of court and name of judicial district and branch court, if any: <b>Contra Costa County Superior Court</b>		
PLAINTIFF/PETITIONER: <b>Richmond Community Redevelopment Agency</b>  DEFENDANT/ RESPONDENT: <b>Ernest Lompa, Richard Lompa, et al.</b>		
<b>REQUEST FOR DISMISSAL</b> <input type="checkbox"/> <b>Personal Injury, Property Damage, or Wrongful Death</b> <input type="checkbox"/> <b>Motor Vehicle</b> <input type="checkbox"/> <b>Other</b> <input type="checkbox"/> <b>Family Law</b> <input checked="" type="checkbox"/> <b>Eminent Domain</b> <input type="checkbox"/> <b>Other (specify) :</b>		CASE NUMBER: <b>C-06-01550</b>
<b>- A conformed copy will not be returned by the clerk unless a method of return is provided with the document. -</b>		

1. TO THE CLERK: Please **dismiss** this action as follows:
- a. (1)  With prejudice   (2)  Without prejudice
- b. (1)  Complaint           (2)  Petition  
 (3)  Cross-complaint filed by (name):  
 (4)  Cross-complaint filed by (name):  
 (5)  Entire action of all parties and all causes of action  
 (6)  Other (specify):\*

on (date):  
on (date):

Date: January \_\_\_\_, 2007

Kevin D. Siegel

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

\*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

} \_\_\_\_\_  
(SIGNATURE)

Attorney or party without attorney for:

- Plaintiff/Petitioner            Defendant/Respondent  
 Cross - complainant

2. TO THE CLERK: Consent to the above dismissal is hereby given.\*\*

Date:

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

\*\* If a cross-complaint-or Response (Family Law) seeking affirmative relief -is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

} \_\_\_\_\_  
(SIGNATURE)

Attorney or party without attorney for:

- Plaintiff/Petitioner            Defendant/Respondent  
 Cross - complainant

(To be completed by clerk)

3.  Dismissal entered as requested on (date):  
 4.  Dismissal entered on (date): \_\_\_\_\_ as to only (name):  
 5.  Dismissal **not entered** as requested for the following reasons (specify):  
  
 6.  a. Attorney or party without attorney notified on (date):  
     b. Attorney or party without attorney not notified. Filing party failed to provide  
         a copy to conformed  means to return conformed copy

Date: \_\_\_\_\_ Clerk, by \_\_\_\_\_, Deputy

**EXHIBIT C TO AGREEMENT REGARDING NO BUILD AREA**

**FORM OF WITHDRAWAL OF LIS PENDENS**

1 McDONOUGH HOLLAND & ALLEN PC  
Attorneys at Law  
2 G. RICHARD BROWN (050203)  
KEVIN D. SIEGEL (194787)  
3 BENJAMIN D. WINIG (233090)  
1901 Harrison Street, 9th Floor  
4 Oakland, CA 94612  
Phone: 510.273.8780  
5 Fax: 510.839.9104

Exempt from Filing Fees per Gov. Code § 6103

6 CITY OF RICHMOND  
JOHN EASTMAN (State Bar No. 122247)  
7 City Attorney  
1401 Marina Way South  
8 Richmond, CA 94804  
Phone: 510.620.6509  
9 Fax: 510.620.6518

10 Attorneys for Plaintiff Richmond Community  
Redevelopment Agency

12 IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA

15 RICHMOND COMMUNITY )  
REDEVELOPMENT AGENCY, a body politic )  
16 )  
Plaintiff, )  
17 )  
v. )  
18 )  
ERNEST LOMPA, RICHARD LOMPA, AND )  
19 DOES 1 THROUGH 50 INCLUSIVE, )  
20 )  
Defendants. )

Case No. C06-01550

**NOTICE OF WITHDRAWAL OF LIS  
PENDENS**

(Code Civ. Proc., § 405.50)

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PLEASE TAKE NOTICE that Richmond Community Redevelopment Agency withdraws the Notice of Lis Pendens recorded in this action on August 29, 2006 as document number 2006-0274410-00.

DATED: January \_\_\_\_\_, 2007

McDONOUGH HOLLAND & ALLEN PC  
Attorneys at Law

By: \_\_\_\_\_  
KEVIN D. SIEGEL

Attorneys for Richmond Community  
Redevelopment Agency

State of California  
County of Alameda

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of January, 2007, by Kevin D. Siegel, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Seal) \_\_\_\_\_  
Notary Signature

**EXHIBIT D TO AGREEMENT REGARDING NO BUILD AREA**  
**FORM OF STIPULATION**

1 McDONOUGH HOLLAND & ALLEN PC  
Attorneys at Law  
2 G. RICHARD BROWN (050203)  
KEVIN D. SIEGEL (194787)  
3 BENJAMIN D. WINIG (233090)  
1901 Harrison Street, 9th Floor  
4 Oakland, CA 94612  
Phone: 510.273.8780  
5 Fax: 510.839.9104

Exempt from Filing Fees per Gov. Code § 6103

6 CITY OF RICHMOND  
JOHN EASTMAN (122247)  
7 City Attorney  
1401 Marina Way South  
8 Richmond, CA 94804  
Phone: 510.620.6509  
9 Fax: 510.620.6518

10 Attorneys for Plaintiff Richmond Community  
Redevelopment Agency

12 IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA

15 RICHMOND COMMUNITY )  
REDEVELOPMENT AGENCY, a body politic )  
16 )  
Plaintiff, )  
17 )  
v. )  
18 )  
ERNEST LOMPA, RICHARD LOMPA, AND )  
19 DOES 1 THROUGH 50 INCLUSIVE, )  
20 )  
Defendants. )

Case No. C06-01550

**STIPULATION RE ATTORNEY'S  
FEES AND DISMISSAL**

21 Plaintiff Richmond Community Redevelopment Agency (the "Agency"), by and through  
22 counsel, Defendant Land Capital Group, Inc. LCG ("Land Capital"), by and through counsel, and  
23 Defendants Ernest Lompa and Richard Lompa (collectively "Lompas") stipulate as follows:

24 1. The following facts are true and correct:

25 a. Subsequent to the Agency's commencement of the above-entitled action (the  
26 "Action"), Lompas, Land Capital and Target Corporation entered an Agreement Regarding No Build  
27 Areas which obviates the need for the Agency further to prosecute this Action.

28 b. Lompas, Land Capital and the Agency desire that the Action be dismissed and

1 that each party bear its respective attorney's fees and costs in this action.

2 2. The Agency shall file a Request for Dismissal of the Action, with prejudice, as to all  
3 parties and all claims and shall release the Lompa property from the lis pendens recorded in  
4 connection with this Action pursuant to a properly recorded and served notice of withdrawal of lis  
5 pendens ("Withdrawal of Lis Pendens").

6 3. Neither Lompas nor Land Capital shall seek to recover their respective attorney's fees  
7 or costs from the Agency. Neither Lompas nor Land Capital shall file an inverse condemnation  
8 claim against the Agency regarding any circumstances or events related to this Action (including,  
9 without limitation, any of Agency's precondemnation activity).

10 4. This stipulation may be executed in counterparts, and photo or fax copies shall  
11 constitute good evidence of such execution.

12 DATED: \_\_\_\_\_, 2007

13 McDONOUGH HOLLAND & ALLEN PC  
14 Attorneys at Law

15 By: \_\_\_\_\_  
16 KEVIN D. SIEGEL

17 Attorneys for Plaintiff Richmond Community  
18 Redevelopment Agency

19 DATED: \_\_\_\_\_, 2007

20 By: \_\_\_\_\_  
21 RICHARD LOMPA, Defendant

22 DATED: \_\_\_\_\_, 2007

23 By: \_\_\_\_\_  
24 ERNEST LOMPA, Defendant

25 DATED: \_\_\_\_\_, 2007

26 WENDEL ROSEN BLACK & DEAN LLP

27 By: \_\_\_\_\_  
28 PAMELA SCHOCK MINTZER

Attorneys for Defendant Land Capital Group, Inc