

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made as of the 16th day of July, 2008, by and among Save Tightwad Hill!, an unincorporated association ("STH"), and the UNIVERSITY OF CALIFORNIA, BERKELEY ("UC Berkeley") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("The Regents" and collectively with UC Berkeley, "the University").

RECITALS

WHEREAS, The Regents certified the Tiered Focused Environmental Impact Report (the "Integrated Projects EIR") for the Southeast Campus Integrated Projects (the "Integrated Projects") to be located on the UC Berkeley campus and approved the design of the first of the Integrated Projects, the Student Athlete High Performance Center (the "SAHPC") on December 5, 2006;

WHEREAS, a Notice of Determination concerning the approval of the design of the SAHPC was filed by UC with the Office of Planning and Research on or about December 7, 2006;

WHEREAS, the Integrated Projects involve seven related projects in the southeast quadrant of the UC Berkeley campus, including three phases for the seismic corrections and program improvements to the California Memorial Stadium ("CMS") (Phase 1 involves construction of the SAHPC; Phase 2 involves the seismic corrections to the west wall and structure of CMS and program improvements including a new press box; and Phase 3 involves various program improvements to the east side of CMS, including a new seating structure above the eastern rim of CMS (the "East Seating Structure") (Phases 1, 2, and 3 are hereinafter referred to as the "CMS Project"));

WHEREAS, STH has concerns about the impact of the proposed East Seating Structure on views of the CMS playing field from Tightwad Hill, an area located to the northeast of CMS from which spectators watch UC Berkeley football games for free, and as a result, STH filed a Petition for Writ of Mandamus on or about January 8, 2007 (Alameda County Superior Court Case No. RG 07305287), challenging the certification of the Integrated Projects EIR on various grounds (the "STH Lawsuit");

WHEREAS, the University acknowledges the concerns of STH regarding the potential for an as-yet unapproved East Seating Structure to obstruct views from Tightwad Hill of the CMS playing field;

WHEREAS, any University proposal to implement Phase 3 of the CMS Project, including an East Seating Structure, will require further planning and preparation of design documents by UC Berkeley, and discretionary approval by the University;

WHEREAS, STH and UC Berkeley have engaged in settlement discussions and have informally tolled various litigation deadlines by Order Re Notice of Related Case dated July 11, 2007 (the "Order"), pending the outcome of the discussions;

WHEREAS, the University and STH wish to resolve the STH Lawsuit by entering into this Agreement.

THEREFORE, the University and STH agree and stipulate as follows:

TERMS OF AGREEMENT

1. The recitals set forth above, and all defined terms set forth in such recitals, in the introductory paragraph preceding the recitals, and in this Agreement, are hereby

incorporated into the Terms of Agreement as if set forth herein in full.

2. STH agrees to dismiss the STH lawsuit within 5 days of the execution of this Agreement and receipt of the University's payment of STH attorneys fees and costs as provided in paragraph 8, whichever last occurs.

3. Nothing in this Agreement limits the right of STH to participate in the public review process for future environmental documents prepared by the University pursuant to the California Environmental Quality Act (CEQA), if any, for Phase 2 and Phase 3 of the CMS Project, including, but not limited to, any proposal for an East Seating Structure. The parties further reserve their positions as to whether additional CEQA documentation, or public participation and comment as part of such CEQA documentation, will be required prior to Phase 2 and Phase 3.

4. By entering into this Agreement STH retains the right to reassert any claim as set forth in the STH Lawsuit related to cultural resources of and views from Tightwad Hill in response to a future approval by the University for Phase 2 and Phase 3 of the CMS Project, and the University agrees that such re-asserted claim(s) would be subject to the standard of review applicable to an initial challenge to the underlying Integrated Projects EIR rather than the more restrictive supplemental EIR standard of Public Resources Code section 21166. Any claim(s) that may be asserted by STH in new litigation brought in response to a future approval by the University for Phase 2 or Phase 3 of the CMS Project shall be subject to the standard of Public Resources Code section 21166 to the extent such claim(s) were not set forth in the STH Lawsuit.

5. STH agrees not to oppose Phase 1 and Phase 2 of the CMS Project, including,

but not limited to, the filing of any legal action or other activity to prohibit or interfere with the University's implementation of Phase 1 and Phase 2 as described in the Integrated Projects EIR, provided that implementation of Phase 1 and Phase 2, as approved, do not substantially diminish the sight lines of the playing field from Tightwad Hill, as described in Paragraph 7 of this Agreement ("the Sight Lines").

6. If and when the University proposes to implement an East Seating Structure that may substantially obstruct the Sight Lines, at the commencement of its further planning and preparation of design documents and prior to any discretionary approval the University agrees to confer with and to consider input from Dan Sicular and Charles McKinley of STH, or their named successors, regarding design options for said East Seating Structure in order to avoid, to the extent feasible, obstruction of the Sight Lines.

7. The photographs of views of the CMS playing field from Tightwad Hill, attached hereto as Exhibit A, establish (a) present viewing areas on Tightwad Hill, and (b) existing views of the CMS playing field from Tightwad Hill.

8. 



9. This Agreement constitutes the entire agreement among the parties with respect to the STH Lawsuit.

10. This Agreement may only be amended by the parties in writing.

11. This Agreement shall be construed and interpreted in accordance with the

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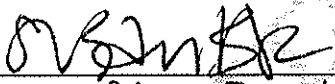
laws of the State of California.

12. This Agreement may be executed in counterparts, and the counterparts, when fully executed by each of the parties, shall constitute one and the same Agreement. Signatures sent by fax shall be deemed originals and treated in all respects as originals.


13. The persons executing this Agreement represent and warrant that they each have the express authority, right and power to execute this Agreement and to bind the party on whose behalf they sign.

14. To the extent permitted by law, Paragraph 8 of this Agreement shall remain confidential, and such confidentiality shall be protected by both parties according to reasonably established professional practices and procedures; provided, however, representatives of the parties shall agree to draft and publish a mutually acceptable public statement regarding this Agreement.

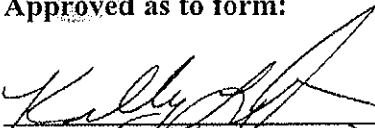
Approved as to form:


Name: Susan Brandt-Hawley
Title: Counsel to Save Tightwad Hill

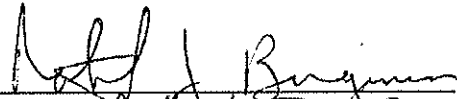
SAVE TIGHTWAD HILL!


Name: David T. Sicular
Title: Chairman

Approved as to form:


Name: Kelly L. Drumm
Title: Counsel to the University

UNIVERSITY OF CALIFORNIA


Name: Robert J. Binger
Title: Chancellor