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5  
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8 Sacramento, CA 95815  
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9 Facsimile: (916) 921-0247

10 Attorneys for Defendants,  
Counterclaimants and Cross-Claimants

11  
12 **IN THE UNITED STATES DISTRICT COURT**  
13 **IN AND FOR THE DISTRICT OF CALIFORNIA**  
14

15 SHINGLE SPRINGS RANCHERIA, )

16 Plaintiff )

17 v. )

18 GRASSY RUN COMMUNITY SERVICES )  
DISTRICT, a public entity, et al. )

19 ~~JOHNSON SCHACHTER & LEWIS~~ )  
~~Attorneys for Defendants~~ )  
20 ~~Facsimile: (916) 921-0247~~ )

21 GRASSY RUN COMMUNITY SERVICES )  
DISTRICT, )

22 Counterclaimant and )  
23 Cross-Complainant, )

24 v. )

25 SHINGLE SPRINGS RANCHERIA, et al., )

26 Counterdefendants and )  
27 Cross-Defendants. )

Case No. Civ. S-96-1414-JAM/JFM

**STIPULATION FOR ENTRY OF  
JUDGMENT**

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1 GRASSY RUN HOMEOWNERS' )  
ASSOCIATION, et al., )  
2 )  
Defendants and Cross-Claimants in )  
3 Intervention, )  
4 v. )  
5 SHINGLE SPRINGS RANCHERIA, )  
SHINGLE SPRINGS OF MIWOK INDIANS, )  
6 et al., )  
7 Counterdefendants and Cross- )  
Defendants in Intervention. )  
8

9 The parties to this action having entered into an Agreement for Resolution of Litigation  
10 compromising and settling all remaining claims, counterclaims and cross-claims that are  
11 outstanding in this action, and said Agreement for Resolution of Litigation having been approved  
12 by the Bureau of Indian Affairs,

13 IT IS HEREBY STIPULATED by and between the parties to this action, by and through  
14 their respective undersigned attorneys, that the Court may enter Judgment in the above-captioned  
15 action in the form set forth as Exhibit A hereto attached.

16 AND IT IS FURTHER STIPULATED by and between the parties to this action, by and  
17 through their respective undersigned attorneys, that the Resolutions attached hereto as Exhibits  
18 B, C and D are true and correct copies of the originals, and that said Resolutions have been duly  
19 and properly adopted by the entities to which they refer.

20 ~~JOHN S. COLLIER, JR., Attorney at Law, P.C. (916) 921-0247~~

21 KARSHMER & ASSOCIATES

22  
23 By /s/ Mark St. Angelo  
MARK ST. ANGELO  
24 Attorneys for the Shingle Springs Rancheria, a/k/a  
Shingle Springs Band of Miwok Indians, a/k/a  
25 Shingle Springs Band of Indians, and Members of  
Its Tribal Council  
26  
27  
28

1 JOHNSON SCHACHTER & LEWIS  
2 A Professional Law Corporation

3  
4 By /s/ Robert H. Johnson (as authorized on 8/13/08)  
5 ROBERT H. JOHNSON  
6 Attorneys for Grassy Run Community Services  
7 District, the Grassy Run Homeowners' Association,  
8 And their respective Officers and Directors

9 **ORDER**

10 The Court having read and considered the foregoing stipulation and the exhibits thereto,  
11 and good cause appearing therefor,

12 **IT IS SO ORDERED.**

13 DATED: August 14, 2008

14 /s/ John A. Mendez  
15 HON. JOHN A. MENDEZ  
16 UNITED STATES DISTRICT JUDGE

# **EXHIBIT A**

JOHNSON SCHAchter & LEWIS

A PROFESSIONAL LAW CORPORATION

2180 HARVARD STREET, SUITE 560

SACRAMENTO, CA 95815

TELEPHONE: (916) 921-5800 / FACSIMILE: (916) 921-0247

IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE EASTERN DISTRICT OF CALIFORNIA

SHINGLE SPRINGS RANCHERIA

Plaintiff

v.

GRASSY RUN COMMUNITY SERVICES  
DISTRICT, a public entity, et al.

Defendants.

GRASSY RUN COMMUNITY SERVICES  
DISTRICT,

Counterclaimant and  
Cross-Complainant,

v.

SHINGLE SPRINGS RANCHERIA, et al.,

Counterdefendants and  
Cross-Defendants.

GRASSY RUN HOMEOWNERS'  
ASSOCIATION, et al.,

Defendants and Cross-Claimants in  
Intervention.

SHINGLE SPRINGS RANCHERIA,  
SHINGLE SPRINGS BANK OF MIWOK

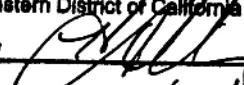
Case No. CIV-96-1414-JAM-JFM

JUDGMENT

I herby certify that the annexed  
instrument is a true and correct copy of  
the original on file in my office.

ATTEST: **VICTORIA C. MINOR**

Clerk, U. S. District Court  
Eastern District of California

By  Deputy Clerk

Dated 08/15/08

1 INDIANS, et al., )  
2 Counterdefendants and Cross- )  
3 Defendants in Intervention. )

4 Pursuant to Stipulation and that certain Agreement for Resolution of Litigation between  
5 and among the remaining parties to the above-captioned action, providing for resolution and  
6 settlement of this action by entry by the Court of a Judgment as hereinafter set forth, and good  
7 cause appearing therefor,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

9 1. The Grassy Run roads are private in nature, and have not been either expressly or  
10 impliedly dedicated to public use. As used herein, the term "Grassy Run roads" consists of all  
11 privately owned and maintained roads located in the community of Grassy Run ("Community").  
12 The Community, also known as "Grassy Run," consists of parcels of real property located within  
13 El Dorado County, California, and more particularly described in the records of said County as  
14 follows:

15  
16 Parcels 1, 2, 3 and 4 as shown in Book 10, Page 127, of Parcel  
17 Maps; Parcels 1, 2, 3 and 4 as shown in Book 10, Page 145 of  
18 Parcel Maps; Parcels A, B, C and D as shown in Book 11, Page 10  
19 of Parcel Maps; Parcels 2, 3 and 4 as shown in Book 11, Page 11 of  
20 Parcel Maps; Parcels 1, 2, 3 and 4 as shown in Book 11, Page 12 of  
21 Parcel Maps; Parcels 1, 2, 3 and 4 as shown in Book 11, Page 17 of  
22 Parcel Maps; Parcels 1, 2, 3 and 4 as shown in Book 11, Page 18 of  
23 Parcel Maps; Parcels 1, 2, 3 and 4 as shown in Book 11, Page 61 of  
24 Parcel Maps; Parcels A, B, C and D as shown in Book 12, Page 46  
25 of Parcel Maps; Parcels A, B, C and D as shown in Book 12, Page  
26 47 of Parcel Maps; Parcels 1, 2, 3 and 4 as shown in Book 12, Page  
27 48 of Parcel Maps; Parcels 1, 2, 3 and 4 as shown in Book 13, Page  
28 16 of Parcel Maps; Parcels 1, 2, 3 and 4 as shown in Book 13, Page  
136 of Parcel Maps; Parcels 1, 2, 3 and 4 as shown in Book 14,  
Page 62 of Parcel Maps; Parcels A and B as shown in Book 17,  
Page 54 of Parcel Maps; Parcels B and C as shown in Book 17,  
Page 95 of Parcel Maps; Parcels A, B and C as shown in Book 17,  
Page 118 of Parcel Maps; Parcels A, B, C and D as shown in Book  
18, Page 75 of Parcel Maps; Parcels 1, 2, 3 and 4 as shown in Book  
20, Page 43 of Parcel Maps; Parcel B as shown in Book 24, Page 11  
of Parcel Maps; Parcels 1 and 2 as shown in Book 25, Page 105 of  
Parcel Maps; Parcels 2, 3 and 4 as shown in Book 27, Page 140 of  
Parcel Maps; Parcels 1, 2, 3 and 4 as shown in Book 28, Page 31 of  
Parcel Maps; Parcels 1, 2, 3 and 4 as shown in Book 28, Page 136  
of Parcel Maps; Parcels A, B and C as shown in Book 35, Page 1 of  
Parcel Maps; Parcels A and B as shown in Book 37, Page 22 of

1 Parcel Maps; the Parcel shown in Book 18, Page 59 of Record of  
2 Surveys; and Tracts 1 and 2 as shown in Book 22, Page 10 of  
3 Record of Surveys.

4 2. The Default Judgment entered in this action on December 4, 1998, is hereby made  
5 final as to all parties named therein. As to the said cross-defendants and cross-defendants in  
6 intervention named in that Default Judgment only:

7 (a) The Grassy Run roads are private roads, and no person or entity  
8 claiming any legal or equitable right, title, estate, lien or interest in or over the  
9 Grassy Run roads adverse to the right, title, estate, lien or interest of the owners of  
10 parcels of property located within the boundaries of Grassy Run has any right to  
11 travel upon those roads to obtain access to the Shingle Springs Rancheria for any  
12 purpose.

13 (b) The Grassy Run Homeowners' Association, and/or the Grassy Run  
14 Community Services District, have the right, power and authority to regulate the  
15 use of the Grassy Run roads.

16 (c) All persons claiming any legal or equitable right, title, estate, lien, or  
17 interest in or over the Grassy Run roads adverse to the right, title, estate, lien or  
18 interest of the owners of parcels of property located within the boundaries of  
19 Grassy Run, are hereby permanently restrained and enjoined from acting in any  
20 manner contrary to the rights of the District and of the Grassy Run Homeowners'  
21 Association as determined and declared by the Court pursuant to paragraph 2(a)  
22 hereinabove."

23 3. The Grassy Run roads are not open or available for use by any person or entity for  
24 any purpose, including but not limited to access to the real property comprising the Shingle  
25 Springs Rancheria ("Rancheria"), without either (i) the express written consent of the President of  
26 the Grassy Run Homeowners Association ("GRHA")<sup>1</sup> or an authorized representative of such

27 1 As used in this Judgment, the term "GRHA" means Grassy Run Homeowners Association as it  
28 presently exists, and any successor or successors in interest thereto either in whole or in part. The  
term "President of GRHA" means the President of the Grassy Run Homeowners Association as it  
presently exists, or the President of any successor in interest thereto that includes those portions of  
Grassy run other than the "landlocked parcels" as defined in paragraph 4(a) below.

1 person, or (ii) the express or implied consent of any parcel owner and/or resident of the Grassy  
2 Run community for purposes of ingress to and/or egress from the parcel owned and/or occupied  
3 by that person. Accordingly:

4 (a) All persons, including but not limited to the Shingle Springs Band of  
5 Miwok Indians (the "Tribe") and its members, and the residents of the Shingle  
6 Springs Rancheria (the "Rancheria"), are permanently restrained and enjoined from  
7 using the Grassy Run roads for any purpose whatsoever, without either (i) the  
8 express written consent of the President of GRHA or an authorized representative  
9 of such person or (ii) the express or implied consent of any parcel owner and/or  
10 resident of the Grassy Run community, for purposes of ingress to and/or egress  
11 from the parcel owned and/or occupied by that person.

12 (b) Implementation and enforcement of the injunction set forth in  
13 paragraph 3(a) of this Judgment shall be, and is, stayed until a date that is seven (7)  
14 days after the date on which the California Department of Transportation  
15 ("Caltrans") has opened for public use a freeway interchange allowing transit to  
16 and from U.S. Highway 50 and the Rancheria (the "Interchange"). During the  
17 interim period between the date of this Judgment and the above-referenced date,  
18 use of the Grassy Run roads is permitted by persons who are neither parcel owners  
19 nor residents of the community of Grassy Run, or invitees of such parcel owners or  
20 residents, in accordance with the following interim rulings, orders and judgments  
21 of the Court:

22 (1) The Amended Preliminary Injunction issued by the Court on  
23 April 6, 1999; and

24 (2) The Default Judgment issued by the Court on December 4,  
25 1998.

26 (c) Notwithstanding the foregoing, in the event of the temporary or  
27 permanent closure, for any reason beyond the control of the Tribe, of the  
28 Interchange or the roadway(s) connecting the Interchange to Reservation Road,



1 (“closure” meaning the inability to exit from Highway 50 to Reservation Road on  
2 the Rancheria or the inability to enter onto Highway 50 from Reservation Road on  
3 the Rancheria) , during the period of time when access is not available through the  
4 Interchange, access to and from the Rancheria over the Grassy Run roads shall be  
5 permitted as follows:

6 (1) Residents of the Rancheria may use those portions of the Grassy  
7 Run roads extending from the “cul-de-sac entrance” at Grassy Run Court,  
8 to Grassy Run Road, to Rolling Rock Road, to Reservation Road, to the  
9 Rancheria (the “Rancheria Corridor”) for residential, non-commercial use;

10 (2) Non-residents of the Rancheria may use the Rancheria Corridor  
11 for access upon invitation by a Rancheria resident, for non-commercial  
12 purposes only;

13 (3) Non-residents of the Rancheria may use the Rancheria Corridor  
14 to enter the Rancheria for occasional non-profit educational or cultural  
15 programs or for periodic meetings of Rancheria officials for bona fide  
16 governmental purposes;

17 (4) Representatives of the United States government on  
18 government business, public utilities providers, courier services, providers  
19 or deliverers of goods and/or services to Rancheria residents for their  
20 personal and non-commercial use only, providers or deliverers of goods  
21 and/or services to the Tribal government for non-commercial use only,  
22 representatives of state, county or other local government entities or  
23 agencies, including but not limited to agencies providing law enforcement,  
24 emergency medical and fire protection agencies, and private companies  
25 providing services (such as emergency medical response) pursuant to  
26 contract with a federal, state or local government or agency; provided,  
27 however, that except under exigent circumstances such use shall be limited  
28

1 to the hours of 8:00 a.m. through 7:00 p.m. on weekdays, and 9:00 a.m.  
2 through 5:00 p.m. on weekends; and

3 (5) Any use pursuant to paragraph 3(c) of Grassy Run roads not  
4 open to use by the public shall be in compliance with all Grassy Run rules  
5 and regulations of general applicability to the use of those roads by Grassy  
6 Run parcel owners and residents.

7 (d) In the event of the temporary or permanent closure, for any reason  
8 beyond the control of Grassy Run, of all of the Grassy Run roads providing access  
9 from Grassy Run to county or other public roads, during the period of time when  
10 such access is not available through the Grassy Run roads, access to and from  
11 Grassy Run over Rancheria roads shall be permitted as follows:

12 (1) Residents of Grassy Run may use those portions of the  
13 Rancheria roads extending from the boundary of the Rancheria and Grassy  
14 Run on Rancheria Road, to Honpie Road, to Red Hawk Parkway (or such  
15 other road as may be directly connected to the Interchange), to the  
16 Interchange (the "Interchange Corridor"), for residential, non-commercial  
17 use;

18 (2) Non-residents of Grassy Run may use the Interchange Corridor  
19 for access upon invitation by a Grassy Run resident, for non-commercial  
20 purposes only;

21 (3) Representatives of the United States government on  
22 government business, public utilities providers, courier services, providers  
23 or deliverers of goods and/or services to Grassy Run residents for their  
24 personal and non-commercial use only, representatives of state, county or  
25 other local government entities or agencies, including but not limited to  
26 agencies providing law enforcement, emergency medical and fire protection  
27 agencies, and private companies providing services (such as emergency  
28 medical response) pursuant to contract with a federal, state or local

1 government or agency, may use the Interchange Corridor; provided,  
2 however, that except under exigent circumstances such use shall be limited  
3 to the hours of 8:00 a.m. through 7:00 p.m. on weekdays, and 9:00 a.m.  
4 through 5:00 p.m. on weekends; and

5 (4) Any use pursuant to paragraph 3(d) of Rancheria roads not open  
6 to use by the public shall be in compliance with all Tribal ordinances and  
7 regulations of general applicability to the use of those roads by Tribal  
8 members and residents of the Rancheria.

9 (e) In the event of a temporary or permanent closure of the Interchange or  
10 the roadway(s) connecting the Interchange to Reservation Road, or of the Grassy  
11 Run roads providing access from Grassy Run to county or other public roads, and  
12 the consequent exercise of rights set forth in paragraphs 3(c) or 3(d) above, the  
13 party exercising such rights shall take reasonable actions to attempt to obtain  
14 alternate access as quickly as feasible in order to mitigate the emergency use of the  
15 other party's roads.

16 4. The Tribe shall have the right, in its sole and exclusive discretion, to limit access to  
17 portions of the Rancheria not generally made open to the public by the Tribe or to which access  
18 can only be obtained by use of roads constructed, repaired or maintained by the Tribe with Tribal  
19 funds rather than with funds obtained from the United States, and to erect and maintain barriers or  
20 otherwise to restrict access to such portions of the Rancheria or use of such roads.

21 (a) Notwithstanding the foregoing, owners and residents of certain parcels  
22 currently within the Grassy Run Community to which access currently is  
23 accomplished only by transit through the Rancheria (the "landlocked parcels" as  
24 that term is defined in the Agreement for Resolution of Litigation pursuant to  
25 which the parties have stipulated to entry of judgment in this action), and their  
26 invitees, shall be allowed access at all times from the Interchange to the landlocked  
27 parcels over the roads within the Rancheria, for residential purposes, including  
28 service provider vehicles and delivery vehicles, for non-commercial purposes only,

1 so long as such access is not available by transit other than through the Rancheria.

2 (1) The landlocked parcels are presently more particularly  
3 described as follows:

4 i. Assessor's Parcel No. 319-100-20, more particularly  
5 described as Parcel B as shown in Book 12 at Page 46 of Parcel  
6 Maps, in the Official Records of El Dorado County, State of  
California;

7 ii. Assessor's Parcel No. 319-100-21, more particularly  
8 described as Parcel A as shown in Book 12 at Page 46 of Parcel  
9 Maps, in the Official Records of El Dorado County, State of  
California;

10 iii. Assessor's Parcel No. 319-100-29, more particularly  
11 described as Parcel B as shown in Book 17 at Page 95 of Parcel  
12 Maps, in the Official Records of El Dorado County, State of  
California;

13 iv. Assessor's Parcel No. 319-100-32, more particularly  
14 described as Parcel 1 as shown in Book 20 at Page 43 of Parcel  
15 Maps, in the Official Records of El Dorado County, State of  
16 California;

17 v. Assessor's Parcel No. 319-100-33, more particularly  
18 described as Parcel 2 as shown in Book 20 at Page 43 of Parcel  
19 Maps, in the Official Records of El Dorado County, State of  
California;

20 vi. Assessor's Parcel No. 319-100-34, more particularly  
21 described as Parcel 3 as shown in Book 20 at Page 43 of Parcel  
22 Maps, in the Official Records of El Dorado County, State of  
California;

23 vii. Assessor's Parcel No. 319-100-38, more particularly  
24 described as Parcel 1 as shown in Book 25 at Page 105 of Parcel  
25 Maps, in the Official Records of El Dorado County, State of  
California; and

26 viii. Assessor's Parcel No. 319-100-39, more particularly  
27 described as Parcel 2 as shown in Book 25 at Page 105 of Parcel  
28 Maps, in the Official Records of El Dorado County, State of  
California.

(b) During the period between entry of this Judgment and a date that is  
seven (7) days after the date on which Caltrans has opened the Interchange for  
public use, owners and residents of the landlocked parcels and their invitees shall  
be allowed access, for non-commercial purposes only, via Reservation Road within

1 the Rancheria from the boundary of the Rancheria and Grassy Run to the  
2 landlocked parcels.

3 (c) Any use pursuant to paragraphs 4(a) and 4(b) of Rancheria roads not  
4 open to use by the public shall be in compliance with all Tribal ordinances and  
5 regulations of general applicability to the use of those roads by Tribal members and  
6 residents of the Rancheria.

7 5. Judgment is entered in favor of GHRA and against the Tribe in the sum of Fifty-  
8 Five Thousand Dollars (\$55,000.00). The Tribe's obligation to pay the judgment amount to  
9 GRHA is stayed from the date of this Judgment for a period of not more than six (6) months after  
10 a casino on the Rancheria has opened to the public for business. The judgment amount shall bear  
11 interest at the rate of 7% per annum from the date of entry of this Judgment until payment is  
12 made.

13 6. Except for rights granted pursuant to this Judgment, all rights to travel over the  
14 Grassy Run roads previously granted to the Tribe (or to the United States of America acting on  
15 behalf of the Tribe) by Grassy Run, including without limitation any rights granted pursuant to  
16 that certain document dated June 1, 1981 and recorded at Book 1983, pages 193 and 194 of the  
17 official records of El Dorado County, and all rights to travel over all or any portion of the  
18 Rancheria previously granted to Grassy Run or to the owner of any parcel of land included in  
19 Grassy Run are hereby extinguished.

20 7. All remaining claims, causes of action and other matters brought before this Court  
21 in the pleadings filed by the parties in this action, whether by complaint, counterclaim, cross-  
22 claim or otherwise, are hereby dismissed with prejudice.

23 8. The Court retains continuing jurisdiction over this action for the purpose of  
24 interpreting, implementing and enforcing this Judgment and for the purpose of resolving any  
25 dispute that may arise under the Agreement for Resolution of Litigation pursuant to which the

26 //

27 //

28 //

1 parties have stipulated to entry of this Judgment.  
2

3 DATED: August 14, 2008  
4  
5

6 /s/ John A. Mendez

7 HON. JOHN A. MENDEZ  
8 United States District Judge  
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# **EXHIBIT B**

## GRASSY RUN COMMUNITY SERVICES DISTRICT

### RESOLUTION NO. 08-01

WHEREAS, on August 1, 1996, the Shingle Springs Band of Miwok Indians ("Tribe"), under the name Shingle Springs Rancheria, as plaintiff, filed a lawsuit against the Grassy Run Community Services District ("District") and its officers and directors, in the United States District Court, Eastern District of California ("Court");

AND WHEREAS, said lawsuit sought both equitable and monetary relief relating to the use of the roads within the District;

AND WHEREAS, the property encompassed by the District's boundaries is commonly referred to as "Grassy Run";

AND WHEREAS, the roads that are the subject of the lawsuit are owned by those persons who own parcels located within Grassy Run, and not by the District itself;

AND WHEREAS, the Grassy Run Homeowners' Association ("GRHA") requested leave, and by court order was permitted, to intervene as a party defendant and cross-claimant in the lawsuit;

AND WHEREAS, it was and is the contention of the District and of GRHA, among other things, that the roads within Grassy Run are entirely private, that they are not subject to any rights of public access over them to the lands comprising the Shingle Springs Rancheria ("Rancheria") or otherwise, and that no person or entity (including but not limited to the Tribe and its members) has any right of access over said roads to the Rancheria or otherwise except as expressly permitted by GRHA;

AND WHEREAS, it was and is the contention of the Tribe, among other things, that, for various reasons, the roads within Grassy Run had and have become public or otherwise become subjected to rights of public access to the Rancheria for all purposes;

AND WHEREAS, various proceedings occurred, and preliminary and interim orders and partial judgments were entered, in the lawsuit;

AND WHEREAS, recognizing the hazards of litigation, it is the desire of the Tribe, the District and GRHA to resolve these disputes in the lawsuit and other matters, in a manner that is consistent with the best interests of the Tribe and its members, and of the District, and of GRHA and its member parcel owners and residents;

AND WHEREAS, counsel for the Tribe, District and GRHA have successfully negotiated a resolution of the disputes between their respective clients, and of the lawsuit, in the manner set forth in the Agreement for Resolution of Litigation and in the Stipulation for Entry of Judgment, copies of which are attached hereto as Exhibit 1 and 2, and the form of Judgment attached to Exhibit 2 as Exhibit A;



AND WHEREAS, it is in the best interests of the District that the resolution of disputes, as described in the attached documents, be confirmed and approved;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Each and all of the matters set forth in the foregoing "Whereas" recitations is factually true.

2. It is in the best interests of the District, notwithstanding any possible conflict of interest between the District and GRHA, which the District does hereby waive, that Robert H. Johnson, Esq., be authorized to act as counsel for the District, and that he be, and is hereby, authorized to execute the Stipulation on its behalf.

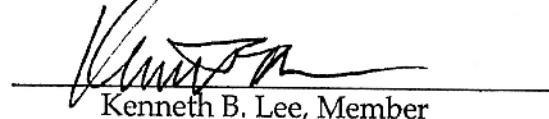
3. It is in the best interests of the District that the Agreement for Resolution of Litigation and the Stipulation for Entry of Final Judgment, Exhibits 1 and 2 hereto, be executed by counsel for the District, and that the Stipulation and the proposed Judgment (Exhibit A to Exhibit 2) be presented by the District's counsel to the Court for signature, filing and entry by the Court.

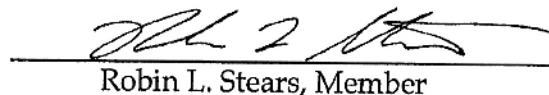
4. Counsel for the District is authorized to execute the Stipulation, and to present it, together with the proposed form of Judgment, to the Court for signature, filing and entry.

5. This Resolution shall take effect as of the date of its adoption, and a copy of this Resolution may be attached to the Stipulation as an exhibit thereto.

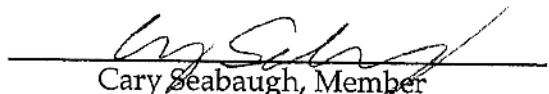
Passed and adopted unanimously at a session of the Board of Directors of the Grassy Run Community Services District this 6th day of February, 2008.

  
Janice Masterton, President

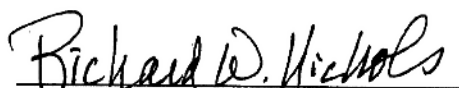
  
Kenneth B. Lee, Member

  
Robin L. Stears, Member

  
Steven J. Hersh, Member

  
Cary Seabaugh, Member

ATTEST:

  
Richard W. Nichols  
General Manager

# **EXHIBIT C**

## GRASSY RUN HOMEOWNERS' ASSOCIATION

### RESOLUTION NO. 08-01

WHEREAS, on August 1, 1996, the Shingle Springs Band of Miwok Indians ("Tribe"), under the name Shingle Springs Rancheria, as plaintiff, filed a lawsuit against the Grassy Run Community Services District ("District") and its officers and directors, in the United States District Court, Eastern District of California;

AND WHEREAS, said lawsuit sought both equitable and monetary relief relating to the use of the roads within the District;

AND WHEREAS, the boundaries of the District and of the Grassy Run Homeowners' Association ("GRHA") are co-extensive, and encompass property which is commonly referred to as "Grassy Run";

AND WHEREAS, the roads that are the subject of the lawsuit are owned by those persons who own parcels located within Grassy Run, and not by the District itself;

AND WHEREAS, the parcel owners within Grassy Run are automatically members of GRHA;

AND WHEREAS, GRHA requested leave, and by court order was permitted, to intervene as a party defendant and cross-claimant in the lawsuit;

AND WHEREAS, it was and is the contention of the District and of GRHA, among other things, that the roads within Grassy Run are entirely private, that they are not subject to any rights of public access over them to the lands comprising the Shingle Springs Rancheria ("Rancheria") or otherwise, and that no person or entity (including but not limited to the Tribe and its members) has any right of access over said roads to the Rancheria or otherwise except as expressly permitted by GRHA;

AND WHEREAS, it was and is the contention of the Tribe, among other things, that, for various reasons, the roads within Grassy Run had and have become public or have otherwise become subjected to rights of public access to the Rancheria for all purposes;

AND WHEREAS, various proceedings occurred, and preliminary and interim orders and partial judgments were entered, in the lawsuit;

AND WHEREAS, recognizing the hazards of litigation, it is the desire of the Tribe, the District and GRHA to resolve these disputes in the lawsuit and other matters, in a manner that is consistent with the best interests of the Tribe and its members, of the District and of GRHA and its member parcel owners and residents;

AND WHEREAS, counsel for the Tribe, District and GRHA have successfully negotiated a resolution of the disputes between their respective clients, and of the

lawsuit, in the manner set forth in the Agreement for Resolution of Litigation and in the Stipulation for Entry of Judgment, copies of which are attached hereto as Exhibit 1 and 2, and the form of Judgment attached to Exhibit 2 as Exhibit A;

AND WHEREAS, it is in the best interests of GRHA and its members that the resolution of disputes, as described in the attached documents, be confirmed and approved;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Each and all of the matters set forth in the foregoing "Whereas" recitations is factually true.

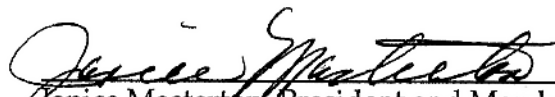
2. It is in the best interests of GRHA and of the parcel owners and residents of Grassy Run, notwithstanding any possible conflict of interest between the District and GRHA, which GRHA does hereby waive, that Robert H. Johnson, Esq., be authorized to act as counsel for GRHA, and that he be, and is hereby, authorized to execute the Stipulation on its behalf.

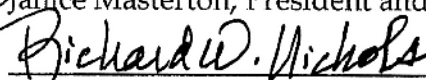
3. It is in the best interests of GRHA and of its member parcel owners and residents that the Agreement for Resolution of Litigation and the Stipulation for Entry of Final Judgment, Exhibits 1 and 2 hereto, be executed by counsel for GRHA, and that the Stipulation and the proposed Judgment (Exhibit A to Exhibit 2) be presented by GRHA's counsel to the Court for signature, filing and entry by the Court.

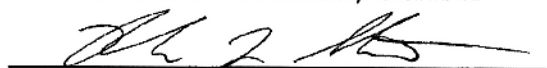
4. Counsel for GRHA is authorized to execute the Stipulation, and to present it, together with the proposed form of Judgment, to the Court for signature, filing and entry.

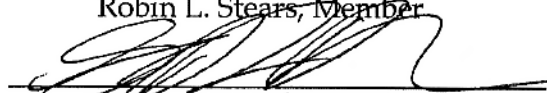
5. This Resolution shall take effect as of the date of its adoption, and a copy of this Resolution may be attached to the Stipulation as an exhibit thereto.

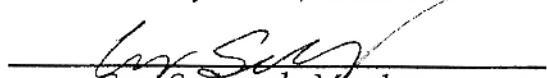
Passed and adopted unanimously at a regular meeting of the Board of Directors of the Grassy Run Homeowners' Association this 6th day of February, 2008.

  
Janice Masterton, President and Member

  
Richard W. Nichols, Member

  
Robin L. Stears, Member

  
Steven J. Hersh, Member

  
Cary Seabaugh, Member

# **EXHIBIT D**



## SHINGLE SPRINGS RANCHERIA

P.O. Box 1340; Shingle Springs, CA 95682  
(530) 676-8010; Fax (530) 676-8033

### RESOLUTION 2008-3

**SUBJECT: RESOLUTION OF THE SHINGLE SPRINGS BAND OF MIWOK INDIANS APPROVING AND AUTHORIZING EXECUTION OF "AGREEMENT FOR RESOLUTION OF LITIGATION" AND RELATED STIPULATION FOR ENTRY OF JUDGMENT AND FORM OF JUDGMENT**

**WHEREAS**, the Shingle Springs Band of Miwok Indians ("the Tribe") is a federally recognized Indian tribe and is recognized as possessing powers of self-government; and

**WHEREAS**, the Tribal Council of the Tribe is the governing body of the Tribe and is a federally-recognized Indian tribal government; and

**WHEREAS**, the Tribe initiated litigation in the United States District Court for the Eastern District of California, captioned *Shingle Springs Rancheria v. Grassy Run Community Services District* (the "Litigation"), against the Grassy Run Community Services District ("CSD") and certain individuals in their official capacity as officers and/or directors of CSD, and the Grassy Run Homeowners Association ("GRHA") intervened in the Litigation; and

**WHEREAS**, CSD, GRHA and the individual defendants asserted certain counterclaims and cross-claims against the Tribe and certain Tribal Council members in the Litigation, and the district court entered a preliminary injunction limiting the Tribe's use of roads within the Grassy Run Subdivision which injunction currently is on appeal; and

**WHEREAS**, all parties to the Litigation desire to compromise, settle and resolve the Litigation on mutually agreeable terms in order to avoid further expenditures of time and money pursuing the Litigation; and

**WHEREAS**, the parties to the Litigation, through their respective counsel, have negotiated a compromise settlement that will resolve the Litigation upon approval by the parties, the court and the Bureau of Indian Affairs;

### **NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Tribal Council hereby approves the Agreement for Resolution of Litigation and the Stipulation for Entry of Judgment and the form of Judgment attached thereto, both of which are attached to this Resolution, and authorizes execution by the Chairperson, on behalf of the Tribe, of the Agreement for Resolution of Litigation and the Stipulation for Entry of Judgment.

2. The Tribal Council further authorizes payment of the sum of up to Sixty Thousand Dollars (\$60,000) to GRHA as set forth in the Agreement for Resolution of Litigation, such sum (or the lesser sum of \$55,000) to be paid to GRHA in accordance with the terms set forth in the Agreement for Resolution of Litigation.

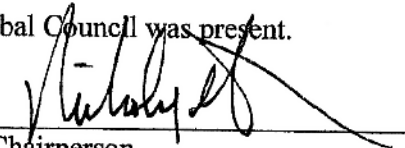
3. The Tribal Council specifically approves and authorizes the grant of a limited right of access over Tribal lands, the release of claims, the waiver of unknown claims, and the limited waiver of sovereign immunity set forth in the Agreement for Resolution of Litigation.

### CERTIFICATION

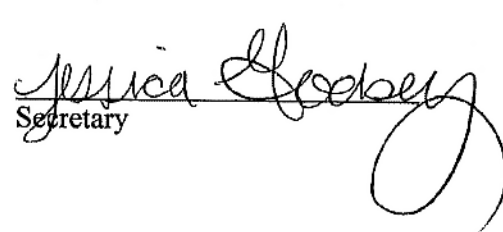
The foregoing resolution was enacted by the Tribal Council of the Shingle Springs Band of Miwok Indians on the 9<sup>th</sup> day of February, 2008, by a vote of:

7 In Favor, 0 Opposed, and 0 Abstaining

at a duly called meeting at which a quorum of the Tribal Council was present.

  
Chairperson

Attest:

  
Secretary